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A. Amategeko / Laws / Lois

N° 001 bis/2021 ryo ku wa 04/02/2021

Itegeko ryemera kwemeza burundu amasezerano ajyanye no gutwara abantu n'ibintu mu kirere hagati ya Guverinoma ya Repubulika ya *Maurice* na Guverinoma ya Repubulika y'u Rwanda, yakorewe i *Aqaba* mu Bwami bwa Yorodaniya, ku wa 2 Ukuboza 2019.....7

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<p>ITEGEKO N° 001 bis/2021 RYO KU WA 04/02/2021 RYEMERA KWEMEZA BURUNDU AMASEZERANO AJYANYE NO GUTWARA ABANTU N'IBINTU MU KIRERE HAGATI YA GUVERINOMA YA REPUBULIKA YA MAURICE NA GUVERINOMA YA REPUBULIKA Y'U RWANDA, YAKOREWE I AQABA MU BWAMI BWA YORODANIYA, KU WA 2 UKUBOZA 2019</p> <p>Twebwe, KAGAME Paul, Perezida wa Repubulika;</p> <p>INTEKO ISHINGA AMATEGEKO YEMEJE NONE NATWE DUHAMIJE, DUTANGAJE ITEGEKO RITEYE RITYA KANDI DUTEGETSE KO RITANGAZWA MU IGAZETI YA LETA YA REPUBULIKA Y'U RWANDA</p> <p>INTEKO ISHINGA AMATEGEKO:</p> <p>Umutwe w'Abadepite, mu nama yawo yo ku wa 3 Ukuboza 2020;</p>	<p>LAW N° 001 bis/2021 OF 04/02/2021 APPROVING RATIFICATION OF THE AIR SERVICES AGREEMENT BETWEEN THE GOVERNMENT OF THE REPUBLIC OF MAURITIUS AND THE GOVERNMENT OF THE REPUBLIC OF RWANDA , DONE AT AQABA, THE HASHEMITE KINGDOM OF JORDAN, ON 2 DECEMBER 2019</p> <p>We, KAGAME Paul, President of the Republic;</p> <p>THE PARLIAMENT HAS ADOPTED AND WE SANCTION, PROMULGATE THE FOLLOWING LAW AND ORDER IT BE PUBLISHED IN THE OFFICIAL GAZETTE OF THE REPUBLIC OF RWANDA</p> <p>THE PARLIAMENT:</p> <p>The Chamber of Deputies, in its sitting of 3 December 2020;</p>	<p>LOI N° 001 bis /2021 DU 04/02/2021 APPROUVANT LA RATIFICATION DE L'ACCORD SUR LES SERVICES AÉRIENS ENTRE LE GOUVERNEMENT DE LA RÉPUBLIQUE DE MAURICE ET LE GOUVERNEMENT DE LA RÉPUBLIQUE DU RWANDA, FAIT À AQABA, LE ROYAUME HACHÉMITE DE JORDANIE, LE 2 DÉCEMBRE 2019</p> <p>Nous, KAGAME Paul, Président de la République;</p> <p>LE PARLEMENT A ADOPTÉ ET NOUS SANCTIONNONS, PROMULGUONS LA LOI DONT LA TENEUR SUIT ET ORDONNONS QU'ELLE SOIT PUBLIÉE AU JOURNAL OFFICIEL DE LA RÉPUBLIQUE DU RWANDA</p> <p>LE PARLEMENT:</p> <p>La Chambre des Députés, en sa séance du 3 décembre 2020;</p>
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<p>Ishingiye ku Itegeko Nshinga rya Repubulika y'u Rwanda ryo mu 2003 ryavuguruwe mu 2015, cyane cyane mu ngingo zaryo, iya 64, iya 69, iya 70, iya 88, iya 90, iya 91, iya 93, iya 106, iya 120, iya 122, iya 167, iya 168 n'iya 176;</p> <p>Imaze gusuzuma amasezerano ajyanye no gutwara abantu n'ibintu mu kirere hagati ya Guverinoma ya Repubulika ya <i>Maurice</i> na Guverinoma ya Repubulika y'u Rwanda, yakorewe i <i>Aqaba</i> mu Bwami bwa Yorodaniya, ku wa 2 Ukuboza 2019;</p> <p>YEMEJE:</p> <p><u>Ingingo ya mbere:</u> Kwemera kwemeza burundu</p> <p>Amasezerano ajyanye no gutwara abantu n'ibintu mu kirere hagati ya Guverinoma ya Repubulika ya <i>Maurice</i> na Guverinoma ya Repubulika y'u Rwanda, yakorewe i <i>Aqaba</i> mu Bwami bwa Yorodaniya, ku wa 2 Ukuboza 2019, ari ku mugereka, yemerewe kwemezwa burundu.</p>	<p>Pursuant to the Constitution of the Republic of Rwanda of 2003 revised in 2015, especially in Articles 64, 69, 70, 88, 90, 91, 93, 106, 120, 122, 167, 168 and 176;</p> <p>After consideration of the Air Services Agreement between the Government of the Republic of Mauritius and the Government of the Republic of Rwanda, done at Aqaba, the Hashemite Kingdom of Jordan, on 2 December 2019;</p> <p>ADOPTS:</p> <p><u>Article One:</u> Approval for ratification</p> <p>The Air Services Agreement between the Government of the Republic of Mauritius and the Government of the Republic of Rwanda, done at Aqaba, the Hashemite Kingdom of Jordan, on 2 December 2019, in annex, is approved for ratification.</p>	<p>Vu la Constitution de la République du Rwanda de 2003 révisée en 2015, spécialement en ses articles 64, 69, 70, 88, 90, 91, 93, 106, 120, 122, 167, 168 et 176;</p> <p>Après examen de l'Accord sur les services aériens entre le Gouvernement de la République de Maurice et le Gouvernement de la République du Rwanda, fait à Aqaba, le Royaume Hachémite de Jordanie, le 2 décembre 2019;</p> <p>ADOpte:</p> <p><u>Article premier:</u> Approbation pour ratification</p> <p>L'Accord sur les services aériens entre le Gouvernement de la République de Maurice et le Gouvernement de la République du Rwanda, fait à Aqaba, le Royaume Hachémite de Jordanie, le 2 décembre 2019, en annexe, est approuvé pour ratification.</p>
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<p><u>Ingingo ya 2:</u> Itegurwa, isuzumwa n'itorwa by'iri tegeko</p> <p>Iri tegeko ryateguwe mu rurimi rw'Icyongereza, risuzumwa kandi ritorwa mu rurimi rw'Ikinyarwanda.</p> <p><u>Ingingo ya 3:</u> Igihe iri tegeko ritangira gukurikizwa</p> <p>Iri tegeko ritangira gukurikizwa ku munsu ritangarijweho mu Igazeti ya Leta ya Repubulika y'u Rwanda.</p>	<p><u>Article 2:</u> Drafting, consideration and adoption of this Law</p> <p>This Law was drafted in English, considered and adopted in Ikinyarwanda.</p> <p><u>Article 3:</u> Commencement</p> <p>This Law comes into force on the date of its publication in the Official Gazette of the Republic of Rwanda.</p>	<p><u>Article 2:</u> Initiation, examen et adoption de la présente loi</p> <p>La présente loi a été initiée en anglais, examinée et adoptée en Ikinyarwanda.</p> <p><u>Article 3:</u> Entrée en vigueur</p> <p>La présente loi entre en vigueur le jour de sa publication au Journal Officiel de la République du Rwanda.</p>
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Kigali, 04/02/2021

(sé)

KAGAME Paul
Perezida wa Repubulika
President of the Republic
Président de la République

(sé)

Dr NGIRENTE Edouard
Minisitiri w'Intebe
Prime Minister
Premier Ministre

Bibonywe kandi bishyizweho ikirango cya Repubulika:
Sean and sealed with the Seal of the Republic:
Vu et scellé du Sceau de la République:

(sé)

BUSINGYE Johnston
Minisitiri w'Ubutabera akaba n'Intumwa Nkuru ya Leta
Minister of Justice and Attorney General
Ministre de la Justice et Garde des Sceaux

<p>UMUGEREKA W' ITEGEKO N° 001 bis /2021 RYO KU WA 04 /02 /2021 RYEMERA KWEMEZA BURUNDU AMASEZERANO AJYANYE NO GUTWARA ABANTU N'IBINTU MU KIRERE HAGATI YA GUVERINOMA YA REPUBULIKA YA MAURICE NA GUVERINOMA YA REPUBULIKA Y'U RWANDA , YAKOREWE I AQABA MU BWAMI BWA YORODANIYA , KU WA 2 UKUBOZA 2019</p>	<p>ANNEX TO LAW N° 001 bis/2021 OF 04/02/2021 APPROVING RATIFICATION OF THE AIR SERVICES AGREEMENT BETWEEN THE GOVERNMENT OF THE REPUBLIC OF MAURITIUS AND THE GOVERNMENT OF THE REPUBLIC OF RWANDA, DONE AT AQABA, THE HASHEMITE KINGDOM OF JORDAN, ON 2 DECEMBER 2019</p>	<p>ANNEXE À LOI N° 001 bis/2021 DU 04/02/2021 APPROUVANT LA RATIFICATION DE L'ACCORD SUR LES SERVICES AÉRIENS ENTRE LE GOUVERNEMENT DE LA RÉPUBLIQUE DE MAURICE ET LE GOUVERNEMENT DE LA RÉPUBLIQUE DU RWANDA, FAIT À AQABA, LE ROYAUME HACHÉMITE DE JORDANIE, LE 2 DÉCEMBRE 2019</p>
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AIR SERVICES AGREEMENT

BETWEEN

THE GOVERNMENT OF THE REPUBLIC OF MAURITIUS

AND

THE GOVERNMENT OF THE REPUBLIC OF RWANDA

The Government of the Republic of Mauritius and the Government of the Republic of Rwanda, hereinafter referred to as the Contracting Parties; and in singular as a "Contracting Party".

Acknowledging the importance of air transportation as a means of creating and preserving friendship, understanding and co-operation between the peoples of the two countries;

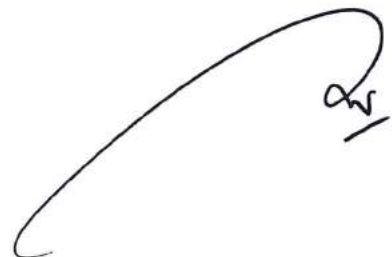
Desiring to facilitate the expansion of international air transport opportunities in order to promote trade and tourism between the two countries and also globally;

Desiring to conclude an Agreement for the purpose of establishing air services between and beyond their respective territories;

Desiring to ensure the highest degree of safety and security in international air transportation and reaffirming their grave concern about acts of threats against the security of aircraft, which jeopardize the safety of persons or property; and

Being parties to the Convention on International Civil Aviation opened for signature at Chicago on December 7, 1944.

Have agreed as follows:



ARTICLE 1

Definitions

1. For the purpose of this Agreement, unless the context otherwise requires:
 - (a) The term "Aeronautical authorities" means, in the case of the Republic of Mauritius, the Minister charged with the responsibility for civil aviation or any person or body authorized to exercise a particular function relating to this Agreement, and in the case of the Republic of Rwanda, the Minister in charge of civil aviation or in either case, any person or body duly authorized to perform any function related to this Agreement exercised by the said Authorities
 - (b) The term "agreed services" means scheduled international air services on the routes specified in the Annex to this Agreement for the transport of passengers, baggage, cargo and mail in accordance with agreed capacity entitlements;
 - (c) The term "Agreement" means this agreement, the Annex thereto and any amendments to the Agreement or to this Annex;
 - (d) The terms "air service.", "international air service", "airline" and "stop for non-traffic purposes" have the meanings respectively assigned to them in Article 96 of the Convention;
 - (e) The term "Capacity" means the amount(s) of services provided under the agreement, usually measured in the number of flights (frequencies) or seats or tons of cargo offered in a market (city pair, or country-to country) or on a route during a specific period. Such as daily, weekly, seasonally or annually,
 - (f) The term "Contracting Parties" means the Government of the Republic of Mauritius on the one hand, and the Republic of Rwanda on the other;
 - (g) The term "Convention" means the Convention on International Civil Aviation, opened for signature at Chicago on 7 December 1944, and includes any Annex adopted under Article 90 of that Convention and any amendments of the Annexes or the Convention adopted under Articles 90 and 94 thereof, insofar as such Annexes and amendments have been adopted by both Contracting Parties;
 - (h) The term "designated airline(s)" means one or more airlines which has been designated and authorised in accordance with Article 4 of this Agreement,

- (i) The term "intermodal air transportation" means the public carriage by aircraft and by one or more surface modes of transport of passengers, baggage, cargo and mail, separately or in combination, for remuneration or hire;
- (j) The term "tariff" means the prices to be charged for the carriage of passengers and cargo and the conditions under which those prices apply, excluding prices and conditions for the carriage of mail;
- (k) The term "territory" has the meaning assigned to it under Article 2 of the Convention; and
- (l) The term "user charge" means a charge made to airlines by the competent authorities, or permitted by them to be made, for the provision of airport property or facilities or of air navigation facilities, or aviation security facilities or services, including related services and facilities, for aircraft, their crews, passengers and cargo.

2. The Annex to this Agreement shall form an integral part of the Agreement and all references to the Agreement, unless expressly provided otherwise, shall apply to the said Annex.

ARTICLE 2

Applicability of the Convention

The provisions of this Agreement shall be subject to the provisions of the Convention insofar as those provisions are applicable to international air services.

ARTICLE 3

Grant of Rights

1. Each Contracting Party grants to the other Contracting Party the following rights for the purpose of operation of scheduled international air services by the designated airlines of the other Contracting Party:

- (a) the right to fly across its territory without landing;

- (b) the right to make stops in its territory for non-traffic purposes; and
 - (c) the right to land in the territory of the other Contracting Party at the points specified on the route agreed-in the Annex to this Agreement for the purpose of taking on board and discharging passengers and/or cargo including mail, subject to the conditions specified in the said Annex.
2. Nothing in this Article shall be deemed to confer on an airline of one Contracting Party the right of taking on board, in the territory of the other Contracting Party, passengers and/or cargo including mail, for remuneration, destined for another point in the territory of that other Contracting Party.
3. The rights specified at paragraph 1 (a) and (b) above shall be granted by each Contracting Party to an airline of the other Contracting Party even if that airline is not a designated airline.

ARTICLE 4

Designation of Airlines and Authorization

1. Each Contracting Party shall have the right to designate in writing through the diplomatic channel, to the other Contracting Party one or more airlines for the purpose of operating the agreed services on the routes specified in the Annex to this Agreement, and to alter or substitute or revoke such a designation in writing through diplomatic channel.
2. On receipt of such a designation, the Aeronautical authorities of the other Contracting Party shall, with minimum of procedural delay, subject to the provisions of paragraphs 3, 4 and 5 of this Article, grant to the airline designated in accordance with paragraph 1 of this Article the appropriate operating authorization. This operating authorisation shall not be assigned or transferred without the consent of the Contracting Party granting it.
3. The Aeronautical authorities of one Contracting Party may require the airline designated by the other Contracting Party to satisfy them that it is qualified to fulfill the conditions prescribed under the laws and regulations normally applied to the operation of international air services by such authorities.

4. Each Contracting Party shall have the right to refuse to grant the operating authorization referred to in paragraph 2 of this Article, or to impose such conditions as it may deem necessary on the exercise by a designated airline of the rights specified in Article 3 of this Agreement, in any case where the said Contracting Party is not satisfied that:

- (a) the airline is incorporated in the territory of the designating Party and its substantial ownership and effective control are in the hands of the Contracting Party that has designated the airline. or its nationals;
- (b) the airline holds a valid Air Services Licence and an Air Operator Certificate issued by the competent authority of the designating Contracting Party; and
- (c) the Contracting Party that has designated the airline is in compliance with the provisions set forth in Article 9 (Aviation Safety) and Article 10(Aviation Security) of this Agreement and exercises effective regulatory control on the designated airline.

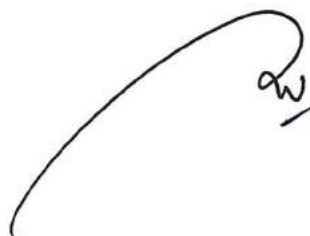
5. When an airline has been designated and authorized in accordance with this Article, it may operate the agreed services for which it has been designated, provided that the airline complies with the applicable provisions of this Agreement.

ARTICLE 5

Revocation or Suspension of Operating Authorisation

1. Each Contracting Party shall have the right to withhold or revoke an operating authorization or to suspend the exercise of the rights granted under this Agreement by an airline designated by the other Contracting Party, or to impose such conditions as it may deem necessary on the exercise of these rights in any case where:

- (a) the airline fails to meet the conditions stipulated in paragraph 4 of Article 4 of this Agreement; or
- (b) the other Party is not maintaining and administering the standards set forth in Article 9 (Aviation Safety) and Article 10 (Aviation Security); or
- (c) the airline fails to comply with the domestic law in force in the territory of the Contracting Party granting such rights; or



- (d) the airline otherwise fails to operate the services in accordance with the conditions prescribed under this Agreement.

2. Unless immediate revocation, suspension or imposition of the conditions mentioned in paragraph 1 of this Article is essential to prevent further infringement of the laws or the provisions of this Agreement, such right shall be exercised only after consultation in accordance with Article 22 with the Aeronautical authorities of the other Contracting Party.

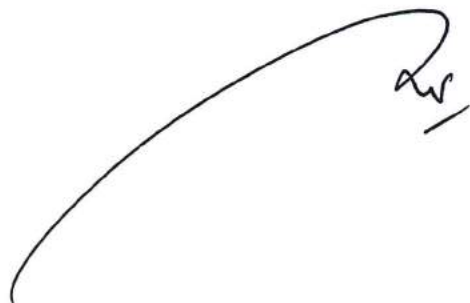
ARTICLE 6

Application of Laws

1. The airlines of one Contracting Party, while entering, staying within or leaving the territory of the other Contracting Party shall comply with the laws and regulations in force of the other Contracting Party relating to operation and navigation of aircraft.

2. While entering, staying within, or leaving the territory of one Contracting Party, its laws and regulations in force relating to admission to or departure from its territory of passengers, crew, cargo, mail and aircraft (including regulations relating to entry, clearance, aviation safety, aviation security, immigration, passports, customs, and quarantine or in the case of mail, postal regulations) shall be complied with by, or on behalf of, such passengers and crew or cargo of the airlines of the other Contracting Party.

3. The above said laws and regulations of a Contracting Party shall be the same as are applicable to the aircraft of its own airlines engaged in similar international air services.



ARTICLE 7

Direct Transit

Passengers, baggage and cargo in direct transit across the territory of one Contracting Party, and not leaving the area of the airport reserved for such purpose, shall at the most be subjected to a very simplified control. Baggage and cargo in direct transit shall be exempt from duties and taxes including customs duty.

ARTICLE 8

Recognition of Certificates and Licences

1. Each Contracting Party shall recognize as valid for the purpose of air transport operations provided for in this Agreement, certificates of airworthiness, certificates of competency and licences issued or validated by the other party and still in force, provided that the requirements for issue or validation of such certificates or licences are equal to or above the minimum standards that may be established pursuant to the Convention.
2. Each Contracting Party, however, reserves the right to refuse to recognize for the purpose of flights above its territory, certificates of competency and licences granted or validated to its own nationals by the other Contracting Party.

ARTICLE 9

Aviation Safety

1. Each Contracting Party may request consultations at any time concerning safety standards in any area relating to air crew, aircraft or their operation by the other Party. Such consultations shall take place within thirty (30) days of that request.
2. If, following such consultations, one Contracting Party finds that the other Contracting Party does not effectively maintain and administer safety standards in any area that are at least equal to the minimum standards established at that time pursuant

to the Convention, the first Contracting Party shall notify the other Contracting Party of those findings and the steps considered necessary to conform with those minimum standards, and that other Contracting Party shall take appropriate corrective action. Failure by the other Contracting Party to take appropriate action within fifteen (15) days or such longer period as may be agreed, shall be a ground for the application of Article 5 (Revocation or Suspension of Operating Authorisation) of this Agreement.

3. Notwithstanding the obligations mentioned in Article 33 of the Convention, it is agreed that any aircraft operated by a designated airline of one Contracting Party on services to or from the territory of the other Contracting Party may, while within the territory of the other Contracting Party, be made the subject of an examination by the authorized representatives of the other Contracting Party, onboard and around the aircraft to check both the validity of the aircraft documents and those of its crew and the apparent condition of the aircraft and its equipment (ramp inspection), provided this does not lead to unreasonable delay.

4. If any such ramp inspection or series of ramp inspections gives rise to :

- (a) definite pieces of evidence that an aircraft or operation of an aircraft does not comply with the minimum standards established at that time pursuant to the Convention; or
- (b) definite pieces of evidence that there is lack of effective adoption and implementation of safety standards established at that time pursuant to the Convention,

the Contracting Party carrying out the inspection shall, for the purposes of Article 33 of the Convention, be free to conclude that the requirements under which the certificates or licences in respect of that aircraft or in respect of the crew of that aircraft had been issued or rendered valid, or that the requirements under which that aircraft is operated, are not equal to or above the minimum standards established pursuant to the Convention.

5. In the event that access for the purpose of application of paragraph 3 to an aircraft operated by or on behalf of an airline of one Contracting Party is denied, the other Contracting Party shall be free to infer that definite pieces of evidence of the type referred to in paragraph 4 arise and draw the conclusions referred to in that paragraph.

6. Each Contracting Party reserves the right to immediately suspend or vary the authorization to conduct international air transportation of an airline of the other Party in the event that the first Party concludes, whether as a result of a ramp inspection, a

series of ramp inspections, a denial of access for ramp inspection, consultation or otherwise, that immediate action is essential to ensure the safety of an airline operation.

7. Any action by one Contracting Party in accordance with paragraph 1, 2 or 6 above shall be discontinued once the basis for the taking of that action ceases to exist.

ARTICLE 10

Aviation Security

1. Consistent with their rights and obligations under international law, each Contracting Party reaffirms that its obligation to the other Contracting Party to protect the security of civil aviation against acts of unlawful interference forms an integral part of this Agreement.

2. Subject to applicable domestic law and without limiting or derogating the generality of its rights and obligations in terms of international law, each Contracting Party shall in particular act in conformity with the provisions of the Convention on Offences and Certain Other Acts Committed on Board Aircraft, signed at Tokyo on 14 September 1963, the Convention for the Suppression of Unlawful Seizure of Aircraft, signed at the Hague on 16 December 1970, the Convention for the Suppression of Unlawful Acts against the Safety of Civil Aviation, signed at Montreal on 23 September 1971, and the Protocol for the Suppression of Unlawful Acts of Violence at Airports Serving International Civil Aviation, Supplementary to the Convention for the Suppression of Unlawful Acts against the Safety of Civil Aviation, done at Montreal on 23 September 1971, signed at Montreal on 24 February 1988 and the Convention on Marking of Plastic Explosives for the purpose of detection, signed at Montreal on March 1, 1991, and any other multilateral agreement or protocol relating to civil aviation security which has been adhered to by both Contracting Parties.

3. The Contracting Parties shall provide upon request all necessary assistance to each other to prevent acts of unlawful seizure of civil aircraft and other acts of unlawful interference against the safety of such aircraft, their passengers and crew, airports and air navigation facilities, and any other threat to the security of civil aviation.

4. The Contracting Parties shall, in their mutual relations, act in conformity with the aviation security provisions established by the International Civil Aviation Organisation and designated as Annexes to the Convention on International Civil Aviation to the extent that such security provisions are applicable to both Contracting Parties. They

shall require that operators of aircraft of their registry or operators of aircraft who have their principal place of business or permanent residence in their respective territories, and the operators of airports in their respective territories, act in conformity with such aviation security provisions as are applicable to both Contracting Parties.

5. Each Contracting Party agrees that its operators of aircraft shall be required to observe the aviation security provisions referred to in paragraph 4 applied by the other Contracting Party for entry into, sojourn in or departure from the territory of that other Contracting Party. Each Contracting Party shall ensure that adequate measures are effectively applied within its territory to protect the aircraft and to apply security controls to passengers, crew, carry-on items, baggage, cargo and aircraft stores prior to and during boarding and loading. Each Contracting Party shall give positive consideration to any request from the other Contracting Party for reasonable special security measures in its territory to meet a particular threat.

6. When an incident or threat of an incident of unlawful seizure of civil aircraft or other unlawful acts against the safety of such aircraft, their passengers and crew, airports or air navigation facilities occurs, the Contracting Parties shall assist each other by facilitating communications and other appropriate measures intended to terminate rapidly and safely such incident or threat thereof.

7. Each Contracting Party shall take such measures as it may find practicable to ensure that an aircraft of the other Contracting Party, subjected to an act of unlawful seizure or any other act of unlawful interference, which is on ground in its territory, is detained thereon unless its departure is necessitated by the overriding duty to protect the lives of its crew and passengers. Wherever practicable, such measures shall be taken on the basis of consultations with the other Contracting Party.

8. If a Contracting Party has reasonable grounds to believe that the other Contracting Party has departed from the provisions of this article, the Aeronautical Authorities of the first Contracting Party may request immediate consultations with the Aeronautical Authorities of the other Contracting Party. Such consultations shall start within fifteen (15) days of the receipt of the request. Failure to reach a satisfactory agreement within fifteen (15) days from the start of consultations shall constitute grounds for application of paragraph 1 of Article 5. When required by an immediate and extraordinary threat, a Contracting Party may take such action prior to expiry of fifteen (15) days.

9. Any action taken in accordance with paragraph 8 shall be discontinued upon compliance by the other Contracting Party with the provisions of this Article.

ARTICLE 11

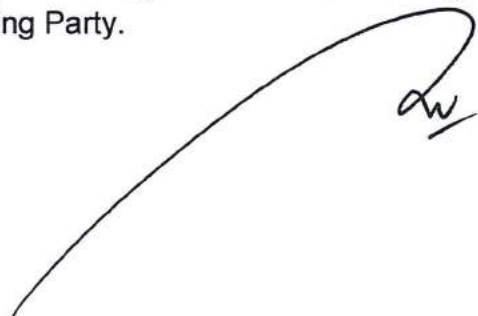
Customs Duty, Taxes and Similar Charges

1. Each Contracting Party shall on the basis of reciprocity exempt the designated Airline of the other Contracting Party from Customs Duty, Excise taxes, taxes and similar charges, all equipment and supplies for use on board the designated airline of either Contracting Party. All such equipment and supplies shall include:

- a) Maintenance, repair, ground and servicing equipment.
- b) Aircraft spare parts including aircraft engines.
- c) Fuel, lubricating oils and other consumable technical supplies.
- d) Aircraft stores including food, beverages, wine, spirits and tobacco.
- e) Computer equipment and components thereof for use on board.
- f) Training aids and technical supplies for use in the training of flight or ground personnel.

2. The exemptions granted, under this Article. to items of paragraph one shall also apply to:

- a) Items imported into the territory of either Contracting Party by or on behalf of the designated airline(s) provided that such items may be required to be bonded or kept under Customs control or supervision.
- b) Items retained on board for use by the designated Airline entering or leaving the territory of either Contracting Party.



- c) Taken on board by the designated airline(s) in the territory of either Contracting Party for use in operating the agreed services. Whether or not such items are used or wholly consumed within the territory of either Contracting Party granting the agreement

3. The exemptions provide for by this Article shall also apply to cases where the designated Airline of either Contracting Party has entered into arrangements with another airline for the loan or transfer in the territory of the either Contracting Party of the items specified in paragraph (1) of this Article; provided such other airline similarly enjoys such exemption from the other Contracting Party.

ARTICLE 12

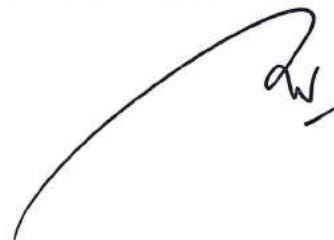
User Charges

1. Each Contracting Party shall endeavour to ensure that user charges imposed or permitted to be imposed by its competent authorities on a designated airline of the other Contracting Party are just and reasonable. These charges shall be based on sound economic principles.

2. Neither Contracting Party shall impose or permit to be imposed on a designated airline of the other Contracting Party user charges higher than those imposed on its own designated airline conducting similar international air transportation using similar aircraft and associated facilities and services.

3. Each Contracting Party shall encourage consultations between its responsible charging bodies and the designated airlines using the facilities and services. Where practicable, such consultations should be through the appropriate representative airline organization.

4. Each Contracting Party shall encourage the competent charging authorities or bodies and the airlines to exchange such information as may be necessary to permit an accurate review of the reasonableness of the charges in accordance with the principles enunciated in paragraphs 1 and 2 of this Article. Each Contracting Party shall encourage the competent charging authorities to provide users with reasonable notice



of any proposal for changes in user charges to enable users to express their views before changes are made.

ARTICLE 13

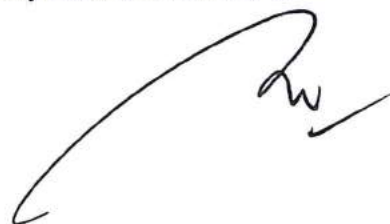
Place of Taxation

1. The revenue derived from international traffic operations by an airline designated by a Contracting Party shall be taxable only in the State where the headquarters of the said airline are situated.
2. In case a particular Agreement exists between the Contracting Parties on this subject, the provisions of that Agreement shall be applicable.

ARTICLE 14

Principles Governing Operation of Agreed Services

1. Each Contracting Party shall, in conformity with its laws and regulations, allow a fair and equal opportunity for the designated airlines of the other Contracting Party to compete in providing the international air transportation governed by this Agreement.
2. Each Contracting Party shall, in conformity with its laws and regulations, take all appropriate action within its jurisdiction to eliminate all forms of discrimination or unfair competitive practices adversely affecting the competitive position of the designated airlines of the other Contracting Party.
3. The capacity to be provided by the designated airlines of each Contracting Party shall bear a relationship to the requirements of the public for transportation on the agreed routes and shall have as its primary objective the provision, at a reasonable load factor, of capacity adequate to meet the current and reasonably anticipated requirements for the carriage of passengers baggage, cargo and mail originating from or destined for the territory of the Contracting Party which has designated the airlines.
4. Any provision by the designated airlines for the carriage of traffic to be uplifted from or discharged at points on the specified routes in the territories of third States, shall be made in accordance with the general principles that capacity shall be related to –



- (a) traffic requirements to and from the territory of the Contracting Party which has designated the airlines;
- (b) traffic requirements of the area through which the agreed services pass, after taking account of other transport services established by the airlines of the States comprising the area; and
- (c) the requirements of through airline operation.

5. The capacity and frequency of services to be operated by the designated airlines of each Contracting Party shall be subject to predetermination jointly done by the Aeronautical authorities of both Contracting Parties on the basis of the principles enshrined in this Article.

6. In order to meet seasonal fluctuations or unexpected traffic demands of a temporary nature, the designated airline(s) of one Contracting Party shall submit the necessary application to the Aeronautical Authority of the other Contracting Party for approval.

ARTICLE 15

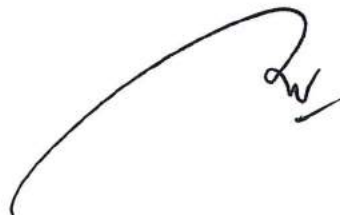
Approval of Timetables

1. A designated airline of a Contracting Party shall submit to the Aeronautical Authorities of the other Contracting Party for its approval. Thirty (30) days in advance the timetable of its intended services, specifying the points to be served, the frequency and the type of aircraft, configuration and number of seats to be made available to the public.

2. Any subsequent changes to the approved timetables of a designated airline shall be submitted to the Aeronautical Authorities of the other Contracting Party for its approval.

3. If a designated airline wishes to operate flights supplementary to those covered in the approved timetables, it shall obtain prior permission of the Aeronautical Authorities of the Contracting Party concerned.

4. The approval of timetables or changes thereto submitted by a designated airline, or authorization for supplementary flights, shall not be refused by a Contracting Party without a valid reason.



ARTICLE 16

Tariffs

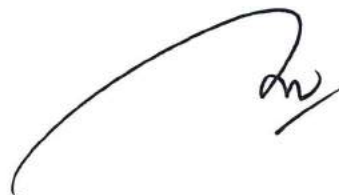
1. The tariffs to be charged by the designated airlines of each Contracting Party for the international carriage in the services provided under this Agreement shall be freely established at reasonable levels, due regard being paid to all relevant factors, including the cost of operations, the characteristics of the service, the interest of users, a reasonable profit and other market consideration.

2. Each Contracting Party may require notification to or filing with its Aeronautical Authorities of tariffs to be charged to or from its territory by designated airlines of the other Contracting Party. Notification of filing by the designated airlines of both Contracting Parties may be required no more than thirty (30) working days before the proposed date of effectiveness. In individual cases, notification or filing may be permitted on shorter notice than normally required. Neither Contracting Party shall require the notification nor filing by airlines of the other Contracting Party of tariffs charged by charterers to the public, except as be required in a non-discriminatory basis for information purposes.

3. Without prejudice of the applicable competition and consumer protection law prevailing in each Contracting Party, neither Contracting Party shall take unilateral action to prevent the inauguration or continuation of an effective tariff proposed to be charged or charged by a designated airline of the other Contracting Party for international air transportation in the services provided under this Agreement. Intervention by the Contracting Parties shall be limited to:

- (a) prevention of unreasonably discriminatory prices or practices;
- (b) protection of consumers from prices that are unreasonably high or restrictive due to abuse of a dominant position;
- (c) protection of airlines from prices that are artificially low due to direct or indirect subsidy or support; and
- (d) protection of airlines from prices that are artificially low, where evidence exists as to an intent to eliminate competition.

4. Where such Aeronautical authorities find that a certain tariff falls within the categories set forth in paragraph 3(a), 3(b), 3(c) and 3(d), they shall send reasoned notification of its dissatisfaction to the Aeronautical authorities of the other Contracting Party and to the concerned airline as soon as possible, and in no event later than thirty(30) working days after the date of filing of the tariff in question and may request



consultations in accordance with Article 22 (Consultation) if the other Contracting Party/airline accepts the contention, the tariff shall be withdrawn forthwith. Otherwise the consultation requested by the first Contracting Party shall be within thirty (30) working days of the request and both Parties shall endeavor to reach a satisfactory resolution. Unless both Aeronautical authorities have agreed to disapprove a tariff, the tariff shall be treated as having been approved and shall continue to be in effect.

ARTICLE 17

Statistics

The Aeronautical authorities of either Contracting Party, or their designated airlines, may be required to supply to the Aeronautical authorities of the other Contracting Party, the information and statistics related to the traffic carried by the designated airlines on the agreed services to and from the territory of the other Contracting Party.

ARTICLE 18

Representation and Personnel/Commercial Activities

1. The designated airline or airlines of each Contracting Party shall have the right, on the basis of reciprocity, to establish offices in the territory of the other Contracting Party, for the purpose of promotion and sale of air transportation.
2. The designated airline or airlines of each Contracting Party shall be authorized, on a reciprocal basis, to bring in and maintain in the territory of the other Contracting Party managerial, operational, sales and other specialist staff required for the operation of the agreed services. The required personnel of the designated airline or airlines shall be granted, on a reciprocal basis, the authorization for access to the airport(s) where services are operated and to areas connected with the aircraft, the crew, the passengers and the cargo.
3. Each Contracting Party shall grant, on a reciprocal basis, to the designated airline or airlines of the other Contracting Party the right to bring in and maintain in the territory, during a short period, not exceeding ninety (90) days, the additional agents required by the airline(s) of the other Contracting Party for their activities.

4. Each designated airline shall have the right to provide its own ground-handling services in the territory of the other Contracting Party or otherwise to contract these services out, in full or in part, at its option, with any of the suppliers authorized for the provision of such services. Where or as long as the regulations applicable to the provision of ground-handling in the territory of one Contracting Party prevent or limit either the freedom to contract these services out or self-handling, each designated airline shall be treated on a non-discriminatory basis as regards their access to self-handling and ground-handling services provided by a supplier or suppliers.

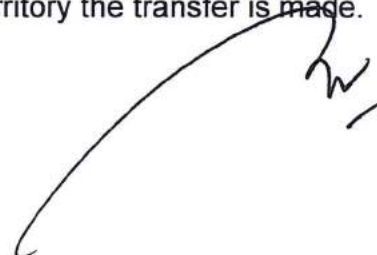
5. Each Contracting Party shall grant to the designated airline(s) of the other Contracting Party the right to engage in the sale of their documents for air transportation in its territory directly or at the airlines' discretion, through its agents. Each designated airline shall have the right to sell such transportation in the local currency or in freely convertible foreign currency. Any designated airline of a Contracting Party shall have the right to pay for local expenses in the territory of the other Contracting Party in local currency, or in freely convertible foreign currency, provided it complies with local currency regulations.

ARTICLE 19

Transfer of Earnings

1. Each Contracting Party shall, on the basis of reciprocity, grant to the designated airlines of the other Contracting Party subject to domestic law the right to transfer freely the excess of receipts over expenditure earned by the said airlines in connection with the provision of the agreed services.

2. The said transfer shall be made in hard currency according to the official exchange rate valid for the date of transfer and in accordance with the applicable currency regulations of the Contracting Party from whose territory the transfer is made.



ARTICLE 20

Code Sharing and Cooperative Arrangements

1. In operating or holding out the agreed services, a designated airline of one Contracting Party may enter into cooperative marketing arrangements like code-sharing, with-

- (a) an airline of the other Contracting Party;
- (b) an airline of a third country, provided that such third country authorises or allows comparable arrangements between the airlines of the other Contracting Party and other airlines on Code-Share services to, from and via such third country;

Provided that all airlines in such arrangements:-

- (i) hold the appropriate authority;
- (ii) meet the requirements normally applied to such arrangements; and
- (iii) must, in respect of any ticket sold by it, make it clear to the purchaser at the point of sale which airline or airlines will actually operate each sector of the service and with which airline or airlines the purchaser is entering into a contractual relationship.

2. Where a designated airline operates air services under code-share arrangements, as the operating airline, the operated capacity shall be counted against the capacity entitlements of the Contracting Party designating the said airline. Capacity offered by a designated airline acting as the marketing airline on the Code-Share services operated by other airlines shall not be counted against the capacity entitlement of the Contracting Party designating the said marketing airline. "The Code-share services shall not be counted against the frequency entitlement of the marketing carrier."

3. No fifth freedom traffic rights shall be exercised by the marketing airlines on the air services provided under code-sharing arrangements

4. Code-share services shall meet the regulatory requirements normally applied to such operations by the Contracting Parties, such as protection of and information to passengers, security, liability and any other requirements generally applied to other airlines operating international traffic.

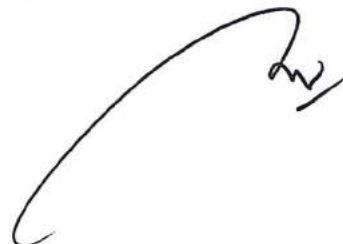
5. In addition to the provisions of the Route Schedule annexed to this Agreement, the designated airline(s) of each Contracting Party may, when operating Code-Share services as the marketing carrier through cooperative marketing arrangements with an airline of the other Contracting Party, serve any points within the territory of the other Contracting Party.

ARTICLE 21

Intermodal Services

1. Notwithstanding any other provision of this Agreement, airlines and indirect providers of passenger transportation of each Contracting Party shall be permitted, without restriction, to employ in connection with international air transportation any surface transportation for passengers to or from any points in the territories of the Contracting Parties or in third countries, including transport to and from all airports with customs facilities. Airlines may elect to perform their own surface transportation or, at their discretion, to provide it through arrangements with other surface carriers, including surface transportation operated by other airlines and indirect providers of passenger air transportation. Such intermodal passenger services may be offered at a single, through price for the air and surface transportation combined, provided that passengers are informed as to the facts of this transportation.

2. Notwithstanding any other provision of this Agreement, airlines and indirect providers of cargo transportation of the Contracting Parties shall be permitted, without restriction, to employ in connection with international air transportation any surface transport for cargo to or from any points in the territories of the Contracting Parties of third countries, including transport to and from all airports with customs facilities, and including, where applicable, the right to transport cargo in bond under applicable domestic law. Access to airport customs processing and facilities shall be provided for such cargo, whether moving by surface or by air. Airlines may elect to perform their own surface transport or to provide it through arrangements with other surface carriers, including surface transport operated by other airlines and indirect providers of cargo air transportation. Such intermodal cargo services may be offered at a single, through price for the air and surface transport combined, provided that shippers are informed as to the facts concerning such transport.



ARTICLE 22

Consultation

1. Either Contracting Party may at any time request consultations on the implementation, interpretation, application or amendment, or compliance with this Agreement.
2. Subject to Articles 5 (Suspension or Revocation of Operating Authorisation), 9 (Aviation Safety) and 10 (Aviation Security), such consultations, which may be through discussion or correspondence, shall begin within a period of sixty (60) days of the date of receipt of such a request, unless otherwise mutually decided.

ARTICLE 23

Amendment of Agreement

1. If either of the Contracting Parties considers it desirable to amend any provisions of this Agreement, such amendment shall be agreed upon in accordance with the provisions of Article 22 and shall be effected by an Exchange of Notes, through diplomatic channel, and shall come into effect on the date which each Contracting Party has notified the other of its compliance with the constitutional requirements necessary for implementation of the relevant amendment.
2. If, in conformity with domestic law, a multilateral convention concerning air transportation comes into force in respect of both Contracting Parties, this Agreement shall be deemed to be amended so far as is necessary to conform with the provisions of that Convention.

ARTICLE 24

Settlement of Disputes

1. Any dispute between the Contracting Parties concerning the interpretation or application/implementation of this Agreement, with the exception of any dispute concerning tariffs, which cannot be settled by consultations or negotiations, or, where

agreed, shall at the request of either Contracting Party be submitted to an arbitral tribunal.

2. Within a period of thirty (30) days from the date of receipt by either Contracting Party from the other Contracting Party of a note through the diplomatic channel requesting arbitration of the disputes by a tribunal, each Contracting Party shall nominate an arbitrator. Within a period of thirty (30) days from the appointment of the arbitrator last appointed, the two arbitrators shall appoint a president who shall be a national of a third state. If within thirty (30) days after one of the Contracting Parties has nominated its arbitrators, the other Contracting Party has not nominated its own or, if within thirty (30) days following the nomination of the second arbitrator, both arbitrators have not agreed on the appointment of the president, either Contracting Party may request the President of the Council of the International Civil Aviation Organisation to appoint an arbitrator or arbitrators as the case requires. If the President of the Council is of the same nationality as one of the Contracting Parties, the most senior Vice President who is not disqualified on that ground shall make the appointment.

3. Except as otherwise determined by the Contracting Parties or prescribed by the tribunal, each Contracting Party shall submit a memorandum within thirty (30) days after the tribunal is fully constituted. Replies shall be due within thirty (30) days. The tribunal shall hold a hearing at the request of either Contracting Party, or at its discretion, within thirty (30) days after replies are due.

4. The tribunal shall attempt to give a written award within thirty (30) days after completion of the hearing, or, if no hearing is held, after the date both replies are submitted. The award shall be taken by a majority vote.

5. The Contracting Parties may submit requests for clarification of the award within fifteen (15) days after it is received and such clarification shall be issued within fifteen (15) days of such request.

6. The award of the arbitral tribunal shall be final and binding upon the Parties.

7. The expenses of arbitration under this Article shall be shared equally between the Contracting Parties.

8. If and for so long as either Contracting Party fails to comply with an award under paragraph 6 of this Article; the other Contracting Party may limit, suspend or revoke any rights or privileges which it has granted by virtue of this Agreement to the Contracting Party in default.

ARTICLE 25

Termination

1. Either Contracting Party may at any time give notice in writing to the other Party of its decision to terminate this Agreement. Such notice shall be communicated simultaneously to the International Civil Aviation Organisation (ICAO). The Agreement shall terminate at midnight (at a place of receipt of the notice to the other Contracting Party) immediately before the first yearly anniversary of the date of receipt of notice by the Party, unless the notice is withdrawn by mutual decision of the Contracting Parties before the end of this period.

2. In default of acknowledgment of receipt of a notice of termination by the other Contracting Party, the notice shall be deemed to have been received fourteen (14) days after the date on which ICAO acknowledged receipt thereof, unless the notice to terminate is withdrawn by agreement before the expiry of this period.

ARTICLE 26

Registration with ICAO

The Agreement and any amendment thereto shall be registered with the International Civil Aviation Organisation.



ARTICLE 27

Entry into Force

The present Agreement shall be approved by each Contracting Party in compliance with its constitutional procedures and shall enter into force on the day of the exchange of Diplomatic Notes confirming such approval.

IN WITNESS WHEREOF, the undersigned, being duly authorized thereto by their respective Government have signed and sealed this Agreement.

DONE in duplicate at Aqaba, the Hashemite Kingdom of Jordan this 2nd day of December 2019 in the English language, both texts being equally authentic.



.....
Mr Nayan Koomar BALLAH, G.O.S.K

For the Government of
the Republic of Mauritius



.....
Amb. B. N. Williams NKURUNZIZA

For the Government of
the Republic of Rwanda

ANNEX

Section 1

ROUTE SCHEDULE

The designated airline(s) of each Contracting Party shall be entitled to perform international air transportation on their respective routes as given below:

Route for the designated airline(s) of the Republic of Mauritius

Points in	Intermediate	Points in	Beyond Points
Mauritius	Points	Rwanda	
Any points	Any points	Any points	Any points

Route for the designated airline(s) of the Republic of Rwanda

Points in	Intermediate	Points in	Beyond Points
Rwanda	Points	Mauritius	
Any points	Any points	Any points	Any points

Notes:

1. The points on the above route shall be freely selected by the designated airlines of each Contracting Party and will be notified to the Aeronautical Authorities of both Contracting Parties thirty (30) days before the start of the services.
2. The designated airline(s) of each Contracting Party may perform their services in either or both directions, and may at their option change the order or omit one or more

points on any of the above routes, in whole or part of its services (including intermediate, beyond points and points in the territories of the Contracting Parties), provided that the services commence or terminate at a point in the territory of the Contracting Party designating the airline.

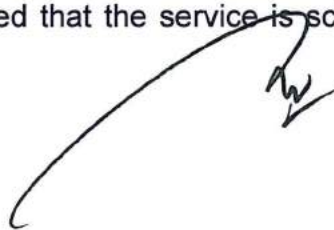
3. The intermediate and beyond points on the above routes to be operated with fifth freedom traffic rights by the designated airlines, shall be agreed upon between the Aeronautical authorities of the two Contracting Parties.

4. The designated airline(s) of each Contracting Party may serve points in the territory of the other Contracting Party in any combination, as part of a through international Journey and without domestic traffic rights (cabotage).

Section 2

CHANGE OF GAUGE

On any sector or sectors of the routes in Section 1 of this Annex, an airline or airlines designated by either Contracting Party shall be entitled to perform international air transportation, including under code sharing arrangements permitted under Article 20 without any limitation as to change at any point or points on the route, in the type, size or number of aircraft operated, provided that the service is scheduled as a direct connection flight.



<p>Bibonywe kugira ngo bishyirwe ku mugereka w'Itegeko n° 001 bis/2021 ryo ku wa 04/02/2021 ryemera kwemeza burundu Amasezerano ajyanye no gutwara Abantu n'Ibintu mu Kirere hagati ya Guverinoma ya Repubulika ya <i>Maurice</i> na Guverinoma ya Repubulika y'u Rwanda, yakorewe i <i>Aqaba</i> mu Bwami bwa Yorodaniya, ku wa 2 Ukuboza 2019</p>	<p>Seen to be annexed to Law n° 001 bis/2021 of 04/02/2021 approving ratification of the Air Services Agreement between the Government of the Republic of Mauritius and the Government of the Republic of Rwanda , done at Aqaba ,the Hashemite Kingdom of Jordan, on 2 December 2019</p>	<p>Vu pour être annexé à Loi n° 001 bis/2021 du 04/02/2021 approuvant la ratification de l'Accord sur les Services Aériens entre le Gouvernement de la République de Maurice et le Gouvernement de la République du Rwanda , fait à Aqaba , le Royaume Hachémite de Jordanie , le 2 Décembre 2019</p>
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Kigali, 04/02/2021

(sé)

KAGAME Paul
Perezida wa Repubulika
President of the Republic
Président de la République

(sé)

Dr NGIRENTE Edouard
Minisitiri w'Intebe
Prime Minister
Premier Ministre

Bibonywe kandi bishyizweho ikirango cya Repubulika:
Sean and sealed with the Seal of the Republic:
Vu et scellé du Sceau de la République:

(sé)

BUSINGYE Johnston
Minisitiri w'Ubutabera akaba n'Intumwa Nkuru ya Leta
Minister of Justice and Attorney General
Ministre de la Justice et Garde des Sceaux

<p>ITEGEKO N°002 bis/2021 RYO KU WA 04/02/2021 RYEMERA KWEMEZA BURUNDU AMASEZERANO HAGATI YA GUVERINOMA Y'U RWANDA NA GUVERINOMA YA LETA ZUNZE UBUMWE Z'ABARABU AJYANYE NO GUTWARA ABANTU N'IBINTU MU KIRERE KU MBIBI ZABYO NO HANZE Y'IMBIBI ZABYO, YAKOREWE I AQABA, MU BWAMI BWA YORODANIYA, KU WA 3 UKUBOZA 2019</p> <p><u>ISHAKIRO</u></p> <p><u>Ingingo ya mbere:</u> Kwemera kwemeza burundu</p> <p><u>Ingingo ya 2:</u> Itegurwa, isuzumwa n'itorwa by'iri tegeko</p> <p><u>Ingingo ya 3:</u> Igihe iri tegeko ritangira gukurikizwa</p>	<p>LAW N°002 bis/2021 OF 04/02/2021 APPROVING RATIFICATION OF THE AGREEMENT BETWEEN THE GOVERNMENT OF RWANDA AND THE GOVERNMENT OF THE UNITED ARAB EMIRATES FOR AIR SERVICES BETWEEN AND BEYOND THEIR RESPECTIVE TERRITORIES, DONE AT AQABA, THE HASHEMITE KINGDOM OF JORDAN, ON 3 DECEMBER 2019</p> <p><u>TABLE OF CONTENTS</u></p> <p><u>Article One:</u> Approval for ratification</p> <p><u>Article 2:</u> Drafting, consideration and adoption of this Law</p> <p><u>Article 3:</u> Commencement</p>	<p>LOI N°002 bis/2021 DU 04/02/2021 APPROUVANT LA RATIFICATION DE L'ACCORD ENTRE LE GOUVERNEMENT DU RWANDA ET LE GOUVERNEMENT DES ÉMIRATS ARABES UNIS POUR LES SERVICES AÉRIENS ENTRE ET AU-DELÀ DE LEURS TERRITOIRES RESPECTIFS, FAIT À AQABA, LE ROYAUME HACHÉMITE DE JORDANIE, LE 3 DÉCEMBRE 2019</p> <p><u>TABLE DES MATIÈRES</u></p> <p><u>Article premier:</u> Approbation pour ratification</p> <p><u>Article 2:</u> Initiation, examen et adoption de la présente loi</p> <p><u>Article 3:</u> Entrée en vigueur</p>
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<p>ITEGEKO N°002 bis/2021 RYO KU WA 04/02/2021 RYEMERA KWEMEZA BURUNDU AMASEZERANO HAGATI YA GUVERINOMA Y’U RWANDA NA GUVERINOMA YA LETA ZUNZE UBUMWE Z’ABARABU AJYANYE NO GUTWARA ABANTU N’IBINTU MU KIRERE KU MBIBI ZABYO NO HANZE Y’IMBIBI ZABYO, YAKOREWE I AQABA, MU BWAMI BWA YORODANIYA, KU WA 3 UKUBOZA 2019</p> <p>Twebwe, KAGAME Paul, Perezida wa Repubulika;</p> <p>INTEKO ISHINGA AMATEGEKO YEMEJE NONE NATWE DUHAMIJE, DUTANGAJE ITEGEKO RITEYE RITYA KANDI DUTEGETSE KO RITANGAZWA MU IGAZETI YA LETA YA REPUBULIKA Y’U RWANDA</p> <p>INTEKO ISHINGA AMATEGEKO:</p> <p>Umutwe w’Abadepite, mu nama yawo yo ku wa 03 Ukuboza 2020;</p>	<p>LAW N°002 bis/2021 OF 04/02/2021 APPROVING RATIFICATION OF THE AGREEMENT BETWEEN THE GOVERNMENT OF RWANDA AND THE GOVERNMENT OF THE UNITED ARAB EMIRATES FOR AIR SERVICES BETWEEN AND BEYOND THEIR RESPECTIVE TERRITORIES, DONE AT AQABA, THE HASHEMITE KINGDOM OF JORDAN, ON 3 DECEMBER 2019</p> <p>We, KAGAME Paul, President of the Republic;</p> <p>THE PARLIAMENT HAS ADOPTED AND WE SANCTION, PROMULGATE THE FOLLOWING LAW AND ORDER IT BE PUBLISHED IN THE OFFICIAL GAZETTE OF THE REPUBLIC OF RWANDA</p> <p>THE PARLIAMENT:</p> <p>The Chamber of Deputies, in its sitting of 03 December 2020;</p>	<p>LOI N°002 bis/2021 DU 04/02/2021 APPROUVANT LA RATIFICATION DE L’ACCORD ENTRE LE GOUVERNEMENT DU RWANDA ET LE GOUVERNEMENT DES ÉMIRATS ARABES UNIS POUR LES SERVICES AÉRIENS ENTRE ET AU-DELÀ DE LEURS TERRITOIRES RESPECTIFS, FAIT À AQABA, LE ROYAUME HACHÉMITE DE JORDANIE, LE 3 DÉCEMBRE 2019</p> <p>Nous, KAGAME Paul, Président de la République;</p> <p>LE PARLEMENT A ADOPTÉ ET NOUS SANCTIONNONS, PROMULGUONS LA LOI DONT LA TENEUR SUIT ET ORDONNONS QU’ELLE SOIT PUBLIÉE AU JOURNAL OFFICIEL DE LA RÉPUBLIQUE DU RWANDA</p> <p>LE PARLEMENT:</p> <p>La Chambre des Députés, en sa séance du 03 décembre 2020;</p>
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<p>Ishingiye ku Itegeko Nshinga rya Repubulika y'u Rwanda ryo mu 2003 ryavugururwe mu 2015, cyane cyane mu ngingo zaryo, iya 64, iya 69, iya 70, iya 88, iya 90, iya 91, iya 93, iya 106, iya 120, iya 122, iya 167, iya 168 n'iya 176;</p> <p>Imaze gusuzuma amasezerano hagati ya Guverinoma y'u Rwanda na Guverinoma ya Leta Zunze Ubumwe z'Abarabu ajyanye no gutwara abantu n'ibintu mu kirere ku mbibi zabyo no hanze y'imbibi zabyo, yakorewe i <i>Aqaba</i>, mu Bwami bwa Yorodaniya, ku wa 3 Ukuboza 2019;</p> <p>YEMEJE:</p> <p><u>Ingingo ya mbere:</u> Kwemera kwemeza burundu</p> <p>Amasezerano hagati ya Guverinoma y'u Rwanda na Guverinoma ya Leta Zunze Ubumwe z'Abarabu ajyanye no gutwara abantu n'ibintu mu kirere ku mbibi zabyo no hanze y'imbibi zabyo, yakorewe i <i>Aqaba</i>, mu Bwami bwa Yorodaniya, ku wa 3 Ukuboza 2019, ari ku mugereka, yemerewe kwemezwa burundu.</p>	<p>Pursuant to the Constitution of the Republic of Rwanda of 2003 revised in 2015, especially in Articles 64, 69, 70, 88, 90, 91, 93, 106, 120, 122, 167, 168 and 176;</p> <p>After consideration of the Agreement between the Government of Rwanda and the Government of the United Arab Emirates for air services between and beyond their respective territories, done at Aqaba, the Hashemite Kingdom of Jordan on 3 December 2019;</p> <p>ADOPTS:</p> <p><u>Article One:</u> Approval for ratification</p> <p>The Agreement between the Government of Rwanda and the Government of the United Arab Emirates for air services between and beyond their respective territories, done at Aqaba, on 3 December 2019, in annex, is approved for ratification.</p>	<p>Vu la Constitution de la République du Rwanda de 2003 révisée en 2015, spécialement en ses articles 64, 69, 70, 88, 90, 91, 93, 106, 120, 122, 167, 168 et 176;</p> <p>Après examen de l'Accord entre le Gouvernement du Rwanda et le Gouvernement des Émirats Arabes Unis pour les services aériens entre et au-delà de leurs territoires respectifs, fait à Aqaba, le Royaume Hachémite de Jordanie le 3 décembre 2019;</p> <p>ADOPTE:</p> <p><u>Article premier:</u> Approbation pour ratification</p> <p>L'Accord entre le Gouvernement du Rwanda et le Gouvernement des Émirats Arabes Unis pour les services aériens entre et au-delà de leurs territoires respectifs, fait à Aqaba, le 3 décembre 2019, en annexe, est approuvé pour ratification.</p>
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<p><u>Ingingo ya 2:</u> Itegurwa, isuzumwa n'itorwa by'iri tegeko</p> <p>Iri tegeko ryateguwe mu rurimi rw'Icyongereza, risuzumwa kandi ritorwa mu rurimi rw'Ikinyarwanda.</p> <p><u>Ingingo ya 3:</u> Igihe iri tegeko ritangira gukurikizwa</p> <p>Iri tegeko ritangira gukurikizwa ku munsu ritangarijweho mu Igazeti ya Leta ya Repubulika y'u Rwanda.</p>	<p><u>Article 2:</u> Drafting, consideration and adoption of this Law</p> <p>This Law was drafted in English, considered and adopted in Ikinyarwanda.</p> <p><u>Article 3:</u> Commencement</p> <p>This Law comes into force on the date of its publication in the Official Gazette of the Republic of Rwanda.</p>	<p><u>Article 2:</u> Initiation, examen et adoption de la présente loi</p> <p>La présente loi a été initiée en anglais, examinée et adoptée en Ikinyarwanda.</p> <p><u>Article 3:</u> Entrée en vigueur</p> <p>La présente loi entre en vigueur le jour de sa publication au Journal Officiel de la République du Rwanda.</p>
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Kigali, 04/02/2021

(sé)

KAGAME Paul
Perezida wa Repubulika
President of the Republic
Président de la République

(sé)

Dr NGIRENTE Edouard
Minisitiri w'Intebe
Prime Minister
Premier Ministre

Bibonywe kandi bishyizweho ikirango cya Repubulika:
Sean and sealed with the Seal of the Republic:
Vu et scellé du Sceau de la République:

(sé)

BUSINGYE Johnston
Minisitiri w'Ubutabera akaba n'Intumwa Nkuru ya Leta
Minister of Justice and Attorney General
Ministre de la Justice et Garde des Sceaux

<p>UMUGEREKA W'ITEGEKO N°002 bis/2021 RYO KU WA 04 /02 /2021 RYEMERA KWEMEZA BURUNDU AMASEZERANO HAGATI YA GUVERINOMA Y'U RWANDA NA GUVERINOMA YA LETA ZUNZE UBUMWE Z'ABARABU AJYANYE NO GUTWARA ABANTU N'IBINTU MU KIRERE KU MBIBI ZABYO NO HANZE Y'IMBIBI ZABYO , YAKOREWE I AQABA , MU BWAMI BWA YORODANIYA , KU WA 3 UKUBOZA 2019</p>	<p>ANNEX TO LAW N° 002 bis/2021 OF 04/02/2021 APPROVING RATIFICATION OF THE AGREEMENT BETWEEN THE GOVERNMENT OF RWANDA AND THE GOVERNMENT OF THE UNITED ARAB EMIRATES FOR AIR SERVICES BETWEEN AND BEYOND THEIR RESPECTIVE TERRITORIES, DONE AT AQABA, THE HASHEMITE KINGDOM OF JORDAN, ON 3 DECEMBER 2019</p>	<p>ANNEXE À LOI N° 002 bis/2021 DU 04/02/2021 APPROUVANT LA RATIFICATION DE L'ACCORD ENTRE LE GOUVERNEMENT DU RWANDA ET LE GOUVERNEMENT DES ÉMIRATS ARABES UNIS POUR LES SERVICES AÉRIENS ENTRE ET AU-DELÀ DE LEURS TERRITOIRES RESPECTIFS, FAIT À AQABA, LE ROYAUME HACHÉMITE DE JORDANIE, LE 3 DÉCEMBRE 2019</p>
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AGREEMENT

BETWEEN THE GOVERNMENT OF RWANDA

AND

THE GOVERNMENT OF THE UNITED ARAB EMIRATES

FOR AIR SERVICES BETWEEN AND BEYOND

THEIR RESPECTIVE TERRITORIES

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PREAMBLE

The Government of Rwanda and the Government of the United Arab Emirates (Hereinafter referred to as the "Contracting Parties");

Being parties to the Convention on International Civil Aviation opened for signature on the seventh day of December 1944:

Desiring to conclude an Agreement in conformity with and supplementary to the said Convention, for the purpose of establishing and operating Air Services between and beyond their respective territories;

Acknowledging the importance of air transportation as a means of creating and fostering friendship, understanding and co-operation between the people of the two countries;

Desiring to facilitate the expansion of international air transport opportunities;

HAVE AGREED AS FOLLOWS:

ARTICLE 1 - DEFINITIONS

1. For the purpose of this Agreement, unless the context otherwise requires, the term:
 - a) "Aeronautical Authority" means in the case of the Government of Rwanda, the Civil Aviation Authority of Rwanda and in the case of the United Arab Emirates, the General Civil Aviation Authority or in either case any person or body authorized to perform any function to which this Agreement relates;
 - b) "Agreed Services" means scheduled International Air Services between and beyond the respective territories of Rwanda and the United Arab Emirates for the transport of passengers, baggage and Cargo, separately or in any combination;
 - c) "Agreement" means this Agreement, its Annex drawn up in application thereof, and any amendment to the Agreement or to the Annex made thereto in accordance with the provisions of Article 19 of this Agreement;
 - d) "Air Service", "Airline", "International Air Service" and "stop for non-traffic purposes" have the meanings respectively assigned to them in Article 96 of the Convention;
 - e) "Annex" shall include the route schedule annexed to the Agreement and any clauses or notes appearing in such Annex and any modification made thereto in accordance with the provisions of Article 20 of this Agreement;
 - f) "Cargo" includes mail;
 - g) "Convention" means the Convention on International Civil Aviation, opened for signature at Chicago on the seventh day of December 1944, and includes: (i) any amendment thereto which has entered into force under Article 94(a) of the Convention and has been ratified by both Contracting Parties; and (ii) any annex or amendment adopted thereto under Article 90 of that Convention, insofar as such annex or amendment is at any given time effective for both Contracting Parties;
 - h) "Designated Airlines" means an airline or airlines that have been designated and authorized in accordance with Article 3 of this Agreement;
 - j) "Tariffs" means the prices to be charged for the carriage of passengers, baggage and cargo and the conditions under which those prices apply, but excluding remuneration and conditions for carriage of mail;
 - i) "Territory" in relation to a State has the meaning assigned to it in Article 2 of the Convention;
 - j) "User Charges" means charges made to airlines by the competent authorities or permitted by them to be made for the provision of airport facilities, property and/or of air navigation facilities, including related services and facilities for aircraft, their crews, passengers, baggage and cargo;
2. The Annex to this Agreement is considered an integral part thereof.

3. In implementing this Agreement, the Contracting Parties shall act in conformity with the provisions of the Convention insofar as those provisions are applicable to International Air Services.

ARTICLE 2 - GRANT OF RIGHTS

1. Each Contracting Party grants to the other Contracting Party the rights specified in this Agreement to enable its Designated Airlines to establish and operate Agreed Services.
2. The Designated Airlines of each Contracting Party shall enjoy the following rights:
 - a) to fly across the Territory of the other Contracting Party without landing;
 - b) to make stops in the Territory of the other Contracting Party for non-traffic purposes, and
 - c) to make stops in the Territory of the other Contracting Party, for the purpose of taking on and/or discharging international traffic in passengers, baggage and Cargo, separately or in any combination, while operating the Agreed Services.
3. Additionally, the airline(s) of each Contracting Party, other than those designated under Article 3, shall also enjoy the rights specified in paragraph 2(a) and 2(b) of this Article.
4. Nothing in this Article shall be deemed to confer on any Designated Airlines of either Contracting Party the privilege of taking on, in the Territory of the other Contracting Party, passengers, baggage and Cargo carried for remuneration or hire and destined for another point within the Territory of that other Contracting Party.
5. If because of armed conflict, political disturbances or developments or special and unusual circumstances a Designated Airline of one Contracting Party is unable to operate a service on its normal routing, the other Contracting Party shall use its best efforts to facilitate the continued operation of such service through appropriate temporary rearrangement of routes as is mutually decided by the Contracting Parties.
6. The Designated Airlines shall have the right to use all airways, airports and other facilities provided by the Contracting Parties on a non-discriminatory basis.

ARTICLE 3 - DESIGNATION AND AUTHORIZATION

1. The Aeronautical Authority of each Contracting Party shall have the right to designate one or more airlines for the purpose of operating the Agreed Services and to withdraw or alter the designation of any such airline or to substitute another airline for one previously designated. Such designation may specify the scope of the authorization granted to each airline in relation to the operation of the Agreed Services. Designations and any changes thereto shall be made in writing by the Aeronautical Authority of the Contracting Party having designated the airline to the Aeronautical Authority of the other Contracting Party.
2. On receipt of a notice of designation, substitution or alteration thereto, and on application from the Designated Airline in the form and manner prescribed, the other Contracting Party shall, subject to the provisions of paragraphs (3) and (4) of this Article, without delay grant to the airline(s) designated the appropriate operating authorizations.
3. The Aeronautical Authority of one Contracting Party may require an airline designated by the other Contracting Party to satisfy them that it is qualified to fulfill the conditions prescribed under the laws and regulations normally and reasonably applied to the operation of International Air Services by such authority in conformity with the provisions of the Convention.
4. Each Contracting Party shall have the right to refuse to grant the operating authorizations referred to in paragraph (2) of this Article, or to impose such conditions as it may deem necessary on the exercise by a Designated Airline of the rights specified in paragraph 2(c) of Article 2 of this Agreement, in any case where, subject to any special agreement between the Contracting Parties, it is not satisfied that substantial ownership and effective control of that airline are vested in the Contracting Party designating the airline or its nationals.
5. When an airline has been so designated and authorized, it may begin at any time to operate the Agreed Services in whole or in part, provided that a timetable is established in accordance with Article 14 of this Agreement in respect of such services.

ARTICLE 4 – REVOCATION AND LIMITATION OF OPERATING AUTHORIZATION

1. The Aeronautical Authority of each Contracting Party shall, with respect to an airline designated by the other Contracting Party, have the right to revoke an operating authorization or to suspend the exercise of the rights specified in Article 2 of this Agreement, or to impose conditions, temporarily or permanently, as it may deem necessary on the exercise of those rights:
 - a) in the case of failure by that airline to comply with the laws and regulations normally and reasonably applied by the Aeronautical Authority of the Contracting Party granting those rights in conformity with the Convention; or
 - b) in case the airline otherwise fails to operate in accordance with the conditions prescribed under this Agreement; or
 - c) in any case where, subject to any special agreement between the Contracting Parties, it is not satisfied that the substantial ownership and effective control of that airline are vested in the Contracting Party designating the airline or its nationals; or
 - d) in accordance with paragraph (6) of Article 10 of this Agreement;
 - e) in the case of failure by the other Contracting Party to take appropriate action to improve safety in accordance with paragraph (2) of Article 10 of this Agreement; or
 - f) in any case where the other Contracting Party fails to comply with any decision or stipulation arising from the application of Article 18 of this Agreement;
2. Unless immediate revocation, suspension, or imposition of the conditions mentioned in paragraph (1) of this Article is essential to prevent further infringements of laws or regulations, such right shall be exercised only after consultation with the Aeronautical Authority of the other Contracting Party, as provided for in Article 17.
3. In the event of action by one Contracting Party under this Article, the rights of the other Contracting Party under Article 18 shall not be prejudiced.

ARTICLE 5 – PRINCIPLES GOVERNING OPERATION OF AGREED SERVICES

1. Each Contracting Party shall reciprocally allow the Designated Airlines of both Contracting Parties to compete freely in providing the international air service governed by this Agreement.

2. Each Contracting Party shall take all appropriate action within its jurisdiction to eliminate all forms of discrimination and anti-competitive or predatory practices in the exercise of the rights and entitlements set out in this Agreement.
3. There shall be no restriction on the capacity and the number of frequencies and/or type(s) of aircraft to be operated by the Designated Airlines of both Contracting Parties in any type of service (passenger, cargo, separately or in combination). Each Designated Airline is permitted to determine the frequency, capacity it offers on the Agreed Services.
4. Neither Contracting Party shall impose on the Designated Airlines of the other Contracting Party, a first refusal requirement, uplift ratio, no objection fee or any other requirement with respect to capacity, frequencies or traffic which would be inconsistent with the purposes of this Agreement.
5. Neither Contracting Party shall impose on the Designated Airlines of the other Contracting Party, a first refusal requirement, uplift ratio, no objection fee or any other requirement with respect to capacity, frequencies or traffic which would be inconsistent with the purposes of this Agreement.

ARTICLE 6 - CUSTOMS DUTIES AND OTHER CHARGES

1. Each Contracting Party exempts the Designated Airlines of the other Contracting Party from import restrictions, custom duties, direct or indirect taxes, inspection fees and all other national and/or local duties and charges on aircraft as well as their regular equipment, fuel, lubricants, maintenance equipment, aircraft tools, consumable technical supplies, spare parts including engines, aircraft stores including but not limited to such items as food, beverages, liquor, tobacco and other products for sale to or use by passengers during flight and other items intended for or used solely in connection with the operation or servicing of aircraft used by such Designated Airline operating the Agreed Services, as well as printed ticket stock, airway bills, staff uniforms, computers and ticket printers used by the Designated Airline for reservations and ticketing, any printed material which bears the insignia of the Designated Airline printed thereon and usual publicity and promotional materials distributed free of charge by such Designated Airline.

2. The exemptions granted by this Article shall apply to the items referred to in paragraph (1) of this Article which are:

- a) introduced into the Territory of one Contracting Party by or on behalf of a Designated Airline of the other Contracting Party;
- b) retained on board the aircraft of a Designated Airline of one Contracting Party upon arriving in and until leaving the Territory of the other Contracting Party and/or consumed during flight over that Territory;
- c) taken on board the aircraft of a Designated Airline of one Contracting Party in the Territory of the other Contracting Party and intended for use in operating the Agreed Services;

whether or not such items are used or consumed wholly or partly within the Territory of the Contracting Party granting the exemption, provided such items are not alienated in the Territory of the said Contracting Party.

3. The regular airborne equipment, as well as the materials, supplies and stores normally retained on board the aircraft used by the Designated Airline of either Contracting Party may be unloaded in the Territory of the other Contracting Party only with the approval of the customs authorities of that other Contracting Party. In such case, such equipment and items shall enjoy the exemptions provided for by paragraph (1) of this Article provided that they may be required to be placed under the supervision of the said authorities up to such time as they are re-exported or otherwise disposed of in accordance with customs regulations.
4. The exemptions provided for by this Article shall also be available in situations where the Designated Airlines of either Contracting Party have entered into arrangements with another airline(s), for the loan or transfer in the Territory of the other Contracting Party, of the regular equipment and the other items referred to in paragraph (1) of this Article, provided that that other airline enjoys the same exemption(s) from that other Contracting Party.

ARTICLE 7 – APPLICATION OF NATIONAL LAWS AND REGULATIONS

1. The laws, regulations and procedures of one Contracting Party relating to the admission to, sojourn in, or departure from its Territory of aircraft engaged in international air navigation, or to the operation and navigation of such aircraft while within its Territory, shall be applied to aircraft operated by the airline(s) of the other

Contracting Party without distinction as to nationality as they are applied to its own, and shall be complied with by such aircraft upon entry into, departure from and while within the Territory of that Contracting Party.

2. The laws, regulations and procedures of one Contracting Party as to the admission to, sojourn in, or departure from its Territory of passengers, baggage, crew and cargo, transported on board the aircraft, such as regulations relating to entry, clearance, aviation security, immigration, passports, customs, currency, health, quarantine and sanitary measures or in the case of mail, postal laws and regulations shall be complied with by or on behalf of such passengers, baggage, crew and Cargo upon entry into and departure from and while within the Territory of the first Contracting Party.
3. Neither Contracting Party may grant any preference to its own or any other airline(s) over the Designated Airline(s) of the other Contracting Party in the application of the laws and regulations provided for in this Article.
4. Passengers, baggage and Cargo in direct transit across the Territory of either Contracting Party and not leaving areas of the airport reserved for such purpose shall, except in respect of security measures against violence, air piracy, narcotics control be subject to no more than a simplified control. Such baggage and Cargo shall be exempt from customs duties, excise taxes and other similar national and/or local fees and charges.

ARTICLE 8 – CERTIFICATES OF AIRWORTHINESS AND COMPETENCY

1. Certificates of airworthiness, certificates of competency and licenses issued, or rendered valid by one Contracting Party and still in force, shall be recognized as valid by the other Contracting Party for the purpose of operating the Agreed Services provided always that such certificates or licenses were issued, or rendered valid, pursuant to and in conformity with the minimum standards established under the Convention.
2. Each Contracting Party, reserves the right, however, to refuse to recognize, for flights above its own Territory, certificates of competency and licenses granted to its own nationals by the other Contracting Party.
3. If the privileges or conditions of the licenses or certificates issued or rendered valid by one Contracting Party permit a difference from the standards established under the Convention, whether or not such difference has been filed with the International

Civil Aviation Organization, the Aeronautical Authority of the other Contracting Party may, without prejudice to the rights of the first Contracting Party under Article 10(2), request consultations with the Aeronautical Authority of the other Contracting Party in accordance with Article 17, with a view to satisfying themselves that the practice in question is acceptable to them. Failure to reach satisfactory agreement shall constitute grounds for the application of Article 4(1) of this Agreement.

ARTICLE 9 – USER CHARGES

1. Each Contracting Party shall use its best efforts to ensure that the User Charges imposed or permitted to be imposed by its competent charging bodies on the Designated Airlines of the other Contracting Party for the use of airports and other aviation facilities are just and reasonable. These charges shall be based on sound economic principles and shall not be higher than those paid by other airlines for such services.
2. Neither Contracting Party shall give preference, with respect to User Charges, to its own or to any other airline(s) engaged in similar International Air Services and shall not impose or permit to be imposed, on the Designated Airline(s) of the other Contracting Party User Charges higher than those imposed on its own Designated Airline(s) operating similar International Air Services using similar aircraft and associated facilities and services.
3. Each Contracting Party shall encourage consultations between its competent charging bodies and the Designated Airlines using the services and facilities. Reasonable notice shall be given whenever possible to such users of any proposal for changes in User Charges together with relevant supporting information and data, to enable them to express their views before the charges are revised.

ARTICLE 10 – SAFETY

1. Each Contracting Party may request consultations at any time concerning safety standards in any area relating to aircrew, aircraft or their operation adopted by the other Contracting Party. Such consultations shall take place within 30 days of that request.
2. If, following such consultations, one Contracting Party finds that the other Contracting Party does not effectively maintain and administer safety standards in any such area that are at least equal to the minimum standards established at that

time pursuant to the Convention, the first Contracting Party shall notify the other Contracting Party of those findings and the steps considered necessary to conform with those minimum standards, and that other Contracting Party shall take appropriate corrective action. Failure by the other Contracting Party to take appropriate action within 15 days or such longer period as may be agreed, shall be grounds for the application of Article 4(1) of this Agreement.

3. It is agreed that any aircraft operated by an airline of one Contracting Party on services to or from the Territory of the other Contracting Party may, while within the Territory of the other Contracting Party, be made the subject of an examination by the authorized representatives of the other Contracting Party, on board and around the aircraft to check both the validity of the aircraft documents and those of its crew and the apparent condition of the aircraft and its equipment (in this Article called "ramp inspection"), provided this does not lead to unreasonable delay.
4. If any such ramp inspection or series of ramp inspections gives rise to:
 - a) Serious concerns that an aircraft or the operation of an aircraft does not comply with the minimum standards established at that time pursuant to the Convention; or
 - b) Serious concerns that there is a lack of effective maintenance and administration of safety standards established at that time pursuant to the Convention;

the Contracting Party carrying out the inspection shall, for the purposes of Article 33 of the Convention, be free to conclude that the requirements under which the certificate or licenses in respect of that aircraft or in respect of the crew of that aircraft had been issued or rendered valid or that the requirements under which that aircraft is operated are not equal to or above the minimum standards established pursuant to the Convention.

5. In the event that access for the purpose of undertaking a ramp inspection of an aircraft operated by an airline of one Contracting Party in accordance with paragraph (3) of this Article is denied by a representative of that airline, the other Contracting Party shall be free to infer that serious concerns of the type referred to in paragraph (4) of this Article arise and draw the conclusions referred to in that paragraph.

6. Each Contracting Party reserves the right to suspend or vary the operating authorization of an airline or airlines of the other Contracting Party immediately in the event the first Contracting Party concludes, whether as a result of a ramp inspection, a series of ramp inspections, a denial of access for ramp inspection, consultation or otherwise, that immediate action is essential to the safety of an airline operation.
7. Any action by one Contracting Party in accordance with paragraphs (2) or (6) of this Article shall be discontinued once the basis for taking that action ceases to exist.

ARTICLE 11 – AVIATION SECURITY

1. Consistent with their rights and obligations under international law, the Contracting Parties reaffirm that their obligation to each other to protect the security of civil aviation against acts of unlawful interference forms an integral part of this Agreement.
2. Without limiting the generality of their rights and obligations under international law, the Contracting Parties shall in particular act in conformity with the provisions of the Convention on Offences and Certain Other Acts Committed on Board Aircraft, signed at Tokyo on 14 September 1963, the Convention for the Suppression of Unlawful Seizure of Aircraft, signed at the Hague on 16 December 1970, the Convention for the Suppression of Unlawful Acts against the Safety of Civil Aviation, signed at Montreal on 23 September, 1971 and the Protocol for the Suppression of Unlawful Acts of Violence at Airports Serving International Civil Aviation Supplementary to the Convention for the Suppression of Unlawful Acts against the Safety of Civil Aviation done at Montreal on 23 September 1971, signed at Montreal on 24 February 1988 and any other agreement governing civil aviation security binding upon both Contracting Parties.
3. The Contracting Parties shall provide upon request all necessary assistance to each other to prevent acts of unlawful seizure of civil aircraft and other unlawful acts against the safety of such aircraft, their passengers and crew, airports and air navigation facilities and any other relevant threat to the security of civil aviation.
4. The Contracting Parties shall, in their mutual relations, act in conformity with the aviation security provisions established by the International Civil Aviation Organization and designated as annexes to the Convention to the extent that such security provisions are applicable to the Contracting Parties.

5. In addition, the Contracting Parties shall require that operators of aircraft of their registry or operators of aircraft who have their principal place of business or permanent residence in their Territory and the operators of airports in their Territory act in conformity with such aviation security provisions as are applicable to the Contracting Parties.
6. Each Contracting Party agrees that its operators of aircraft may be required to observe the aviation security provisions referred to in paragraph 4 above applied by the other Contracting Party for entry into, departure from, or while within the Territory of that other Contracting Party.
7. Each Contracting Party shall ensure that measures are effectively applied within its Territory to protect the aircraft and to security screen their passengers, crew and carry-on items and to carry out appropriate security checks on baggage, Cargo and aircraft stores prior to boarding or loading. Each Contracting Party also agrees to give positive consideration to any request from the other Contracting Party for reasonable special security measures to meet a particular threat.
8. Each Contracting Party shall take such measures as it may find practicable to ensure that an aircraft of the other Contracting Party subjected to an act of unlawful seizure or other acts of unlawful interference which is on the ground in its Territory is detained thereon unless its departure is necessitated by the overriding duty to protect the lives of its passengers and crew.
9. When a Contracting Party has reasonable grounds to believe that the other Contracting Party has departed from the provisions of this Article, the Aeronautical Authority of the first Contracting Party may request immediate consultations with the Aeronautical Authority of the other Contracting Party. Failure to reach a satisfactory agreement within fifteen (15) days from the date of such request shall constitute grounds for the application of paragraph (1) of Article 4 of this Agreement. When required by an emergency, a Contracting Party may take interim action under paragraph (1) of Article 4 prior to the expiry of fifteen (15) days. Any action taken in accordance with this paragraph shall be discontinued upon compliance by the other Contracting Party with the security provisions of this Article.

ARTICLE 12 - COMMERCIAL ACTIVITIES

1. The Designated Airlines of each Contracting Party shall have the right to establish in the Territory of the other Contracting Party offices for the purpose of promotion of air transportation and sale of transport documents as well as for other ancillary products and facilities required for the provision of air transportation.
2. The Designated Airlines of each Contracting Party shall be entitled, to bring into and maintain in the Territory of the other Contracting Party those of their own managerial, commercial, operational, sales, technical and other personnel and representatives as it may require in connection with the provision of air transportation.
3. Such representatives and staff requirements mentioned in paragraph 2 of this Article may, at the option of the Designated Airline, be satisfied by its own personnel of any nationality or by using the services of any other airline, organization or company operating in the Territory of the other Contracting Party and authorized to perform such services in the Territory of such other Contracting Party.
4. The Designated Airlines of each Contracting Party shall, either directly and at their discretion, through agents, have the right to engage in the sale of air transportation and its ancillary products and facilities in the Territory of the other Contracting Party. For this purpose, the Designated Airlines shall have the right to use its own transportation documents. The Designated Airline of each Contracting Party shall have the right to sell, and any person shall be free to purchase, such transportation and its ancillary products and facilities in local currency or in any other freely convertible currency.
5. The Designated Airlines of one Contracting Party shall have the right to pay for local expenses in the Territory of the other Contracting Party in local currency or, provided that this is in accordance with local currency regulations, in any freely convertible currencies.
6. Each Contracting Party shall apply the Code of Conduct formulated by the International Civil Aviation Organization for the regulation and operation of Computer Reservation Systems within its territory, consistent with other applicable regulations and obligations concerning Computer Reservations Systems

7. The Designated Airlines shall have the right to perform its own ground handling with respect to passenger check-in operations in the Territory of the other Contracting Party. This right does not include airside ground handling services and will only be subject to constraints resulting from requirements of airport safety, security and airport infrastructure. Where safety and security considerations preclude the exercise of the right mentioned in this paragraph, such ground handling services shall be made available without preference or discrimination to any airline engaged in similar international air services.
8. On the basis of reciprocity and in addition to the right granted by paragraph (6) of this Article, each Designated Airline of one Contracting Party shall have the right to select in the Territory of the other Contracting Party, any agent from competing handling agents authorized by the competent authorities of that other Contracting Party, for the provision, in whole or in part, of handling services.
9. The Designated Airlines of one Contracting Party may also be permitted to provide ground handling services envisaged by paragraph (7) of this Article, in whole or in part, for other airlines serving the same airport in the Territory of the other Contracting Party.
10. All the above activities shall be carried out in accordance with the applicable laws and regulations in force in the Territory of the other Contracting Party.

ARTICLE 13 – TRANSFER OF FUNDS

1. Each Contracting Party grants to the Designated Airlines of the other Contracting Party the right to transfer freely the excess of receipts over expenditure earned by such airlines in its Territory in connection with the sale of air transportation, sale of other ancillary products and services as well as commercial interest earned on such revenues (including interest earned on deposits awaiting transfer). Such transfers shall be effected in any convertible currency, in accordance with the foreign exchange regulations of the Contracting Party in the Territory of which the revenue accrued. Such transfers shall be effected on the basis of official exchange rates or where there is no official exchange rate, such transfers shall be effected on the basis of the prevailing foreign exchange market rates for current payments.

2. If a Contracting Party imposes restrictions on the transfer of excess of receipts over expenditure by the Designated Airlines of the other Contracting Party, the latter shall have a right to impose reciprocal restrictions on the Designated Airlines of the first Contracting Party.
3. In the event that there exists a special agreement between the Contracting Parties for the avoidance of double taxation, or in the case where there is a special agreement ruling the transfer of funds between the two Contracting Parties, such agreement shall prevail.

ARTICLE 14 - APPROVAL OF TIMETABLES

1. The Designated Airlines of each Contracting Party shall submit for approval to the Aeronautical Authority of the other Contracting Party forty-five (45) prior to the inauguration of their services, the timetable of the intended services, specifying the frequency, the type of aircraft, and period of validity. This requirement shall likewise apply to any modification thereof.
2. If a Designated Airline wishes to operate ad-hoc flights supplementary to those covered in the approved timetables, it shall obtain prior permission of the Aeronautical Authority of the Contracting Party concerned, who shall give positive and favorable consideration to such request.

ARTICLE 15 – TARIFFS

1. Each Contracting Party shall allow Tariffs to be established by each Designated Airline based upon its commercial considerations in the market place. Neither Contracting Party shall require the Designated Airlines to consult other airlines about the Tariffs they charge or propose to charge.
2. Each Contracting Party may require prior filing with its Aeronautical Authorities, of Tariffs to be charged to or from its Territory by Designated Airlines of both Contracting Parties. Such filing by or on behalf of the Designated Airlines may be required by no more than thirty (30) days before the proposed date of effectiveness. In individual cases, filing may be permitted on shorter notice than normally required. If a Contracting Party permits an airline to file a tariff on short notice, the tariff shall become effective on the proposed date for traffic originating in the territory of that Contracting Party.

3. Except as otherwise provided in this Article, neither Contracting Party shall take unilateral action to prevent the inauguration or continuation of a tariff proposed to be charged or charged by a Designated Airline of either Contracting Party for international air transportation.
4. Intervention by the Contracting Parties shall be limited to:
 - (a) Prevention of Tariffs whose application constitutes anti-competitive behavior which has or is likely to or intended to have the effect of crippling a competitor or excluding a competitor from a route;
 - (b) Protection of consumers from Tariffs that are unreasonably high or restrictive due to the abuse of a dominant position; and
 - (c) Protection of Designated Airlines from Tariffs which are artificially low.
5. If a Contracting Party believes that a tariff proposed to be charged by a Designated Airline of the other Contracting Party for international air transportation is inconsistent with considerations set forth in paragraph (4) of this Article, it shall request consultations and notify the other Contracting Party of the reasons for its dissatisfaction as soon as possible. These consultations shall be held not later than thirty (30) days after receipt of the request, and the Contracting Parties shall cooperate in securing information necessary for reasoned resolution of the issue. If the Contracting Parties reach agreement with respect to a tariff for which a notice of dissatisfaction has been given, each Contracting Party shall use its best efforts to put that agreement into effect. Without such mutual agreement to the contrary, the previously existing tariff shall continue in effect.

ARTICLE 16 - EXCHANGE OF INFORMATION

1. The Aeronautical Authorities of both Contracting Parties shall exchange information, as promptly as possible, concerning the current authorizations extended to their respective Designated Airlines to render service to, through and from the Territory of the other Contracting Party. This will include copies of current certificates and authorizations for services on proposed routes, together with amendments or exemption orders.
2. The Aeronautical Authorities of either Contracting Party shall supply to the Aeronautical Authorities of the other Contracting Party, at their request, such periodic or other statements of statistics of traffic uplifted from and discharged in the territory of that other Contracting Party as may be reasonably required.

ARTICLE 17 - CONSULTATION

1. In a spirit of close cooperation, the Aeronautical Authorities of the Contracting Parties shall consult each other from time to time with a view to ensuring the implementation of and satisfactory compliance with, the provisions of this Agreement and either Contracting Party may at any time request consultations on the implementation interpretation, application or amendment of this Agreement.
2. Subject to Articles 4, 10 and 11, such consultations, which may be through discussion or correspondence, shall begin within a period of sixty (60) days of the date of receipt of such a request, unless otherwise agreed by both Contracting Parties.

ARTICLE 18 - SETTLEMENT OF DISPUTES

1. If any dispute arises between the Contracting Parties relating to the interpretation or application of this Agreement the Contracting Parties shall in the first place endeavor to settle it by negotiation.
2. If the Contracting Parties fail to reach a settlement by negotiation, they may agree to refer the dispute for decision to some person or body for mediation.
3. If the Contracting Parties do not agree to mediation, or if a settlement is not reached by negotiation, the dispute shall, at the request of either Contracting Party, be submitted for decision to a tribunal of three (3) arbitrators which shall be constituted in the following manner:
 - a) Within sixty (60) days of receipt of a request for arbitration, each Contracting Party shall appoint one arbitrator. A national of a third State, who shall act as the President of the tribunal, shall be nominated as the third arbitrator by the two appointed arbitrators within sixty (60) days of the appointment of the second;
 - b) If within the time limits specified above any appointment has not been made either Contracting Party may request the President of the Council of the International Civil Aviation Organization to make the necessary appointment within 30 days. If the President is of the same nationality as one of the Contracting Parties, the most senior Vice President who is not disqualified on that same ground shall make the appointment. In such case the arbitrator or

arbitrators appointed by the said President or the Vice President as the case may be, shall not be nationals or permanent residents of the States parties to this Agreement.

4. Except as hereinafter provided in this Article or otherwise agreed by the Contracting Parties, the tribunal shall determine the place where the proceedings will be held and the limits of its jurisdiction in accordance with this Agreement. The tribunal shall establish its own procedure. A conference to determine the precise issues to be arbitrated shall be held not later than thirty (30) days after the tribunal is fully constituted.
5. Except as otherwise agreed by the Contracting Parties or prescribed by the tribunal, each Contracting Party shall submit a memorandum within forty five (45) days after the tribunal is fully constituted. Replies shall be due sixty (60) days later. The tribunal shall hold a hearing at the request of either Contracting Party, or at its discretion, within thirty (30) days after replies are due.
6. The tribunal shall attempt to give a written decision within thirty (30) days after completion of the hearing or, if no hearing is held, thirty (30) days after both replies are submitted. The decision shall be taken by a majority vote.
7. The Contracting Parties may submit requests for clarification of the decision within fifteen (15) days after it receives the decision of the tribunal, and such clarification shall be issued within fifteen (15) days of such request.
8. The Contracting Parties shall comply with any stipulation, provisional ruling or final decision of the tribunal.
9. Subject to the final decision of the tribunal, the Contracting Parties shall bear the costs of its arbitrator and an equal share of the other costs of the tribunal, including any expenses incurred by the President or Vice President of the Council of the International Civil Aviation Organization in implementing the procedures in paragraph 3(b) of this Article.
10. If, and as long as, either Contracting Party fails to comply with a decision contemplated in paragraph (8) of this Article, the other Contracting Party may limit, suspend or revoke any rights or privileges which it has granted under this Agreement to the Contracting Party in default.

ARTICLE 19 - AMENDMENT OF AGREEMENT

1. Subject to the provisions of paragraph (2) of this Article, if either Contracting Party considers it desirable to amend any provision of this Agreement, such amendment shall be agreed upon in accordance with the provisions of Article 17 and shall be effected by an Exchange of Diplomatic Notes and will come into effect on a date to be determined by the Contracting Parties, which date shall be dependent upon the completion of the relevant internal ratification process of each Contracting Party.
2. Any amendments to the Annexes to this Agreement may be agreed directly between the Aeronautical Authorities of the Contracting Parties. Such amendments shall enter into force from the date they have been agreed upon.
3. This Agreement shall, subject to the necessary changes, be deemed to have been amended by those provisions of any international convention or multilateral agreement which becomes binding on both Contracting Parties.

ARTICLE 20 - REGISTRATION

This Agreement and any amendments thereto, other than amendments to the Annexes, shall be submitted by the Contracting Parties to the International Civil Aviation Organization for registration.

ARTICLE 21 - TERMINATION

1. Either Contracting Party may at any time give notice in writing through diplomatic channels to the other Contracting Party of its decision to terminate this Agreement. Such notice shall be simultaneously communicated to the International Civil Aviation Organization. In such case the Agreement shall terminate twelve (12) months after the date of receipt of notice by the other Contracting Party, unless the notice to terminate is withdrawn by agreement before the expiry of this period.
2. In the absence of acknowledgment of receipt of a notice of termination by the other Contracting Party, notice shall be deemed to have been received by it fourteen (14) days after the receipt of the notice by the International Civil Aviation Organization.

ANNEX
ROUTE SCHEDULE

Section 1:

Routes to be operated by the Designated Airline(s) of the United Arab Emirates:

FROM	INTERMEDIATE POINTS	TO	BEYOND POINTS
Any Points in the UAE	Any Points	Any Points in Rwanda	Any Points

Section 2:

Routes to be operated by the Designated Airline(s) of Rwanda:

FROM	INTERMEDIATE POINTS	TO	BEYOND POINTS
Any Points in Rwanda	Any Points	Any Points in the UAE	Any Points

Operation of the Agreed Services

1. The Designated Airline(s) of both Contracting Parties may, on any or all flights and at its option, operate in either or both directions; serve intermediate and/ or beyond points on the routes in any combination and in any order; omit calling at any or all intermediate or beyond point(s); terminate its services in the territory of the other Contracting Party and/or in any point beyond that territory; serve points within the territory of each Contracting Party in any combination without cabotage.
2. The Designated Airline(s) of both Contracting Parties are entitled to exercise, in any type of service (passenger, cargo, separately or in combination), full fifth freedom traffic rights to/from any intermediate and /or beyond point(s) without any restrictions whatsoever.

ARTICLE 22 – ENTRY INTO FORCE

This Agreement shall be provisionally made effective from the date of signature and shall enter into force on the day the last written notification is received by diplomatic note confirming that the Contracting Parties have fulfilled all respective internal procedures required for the entry into force of this Agreement.

IN WITNESS WHEREOF the undersigned being duly authorized thereto by their respective Governments, have signed this Agreement in duplicate in the Arabic and English Languages, all texts being equally authentic and each Party retains one original in each language for implementation. In the event of any divergence of interpretation, the English text shall prevail.

Done at Aqaba on this ^{3rd}.....day of December of the year 2019.


**FOR THE GOVERNMENT OF
RWANDA**


**FOR THE GOVERNMENT OF
UNITED ARAB EMIRATES**

<p>Bibonywe kugira ngo bishyirwe ku mugereka w'Itegeko N° 002 bis/2021 ryo ku wa 04/02/2021 ryemera kwemeza burundu Amasezerano hagati ya Guverinoma y'u Rwanda na Guverinoma ya Leta Zunze Ubumwe z'Abarabu ajyanye no gutwara Abantu n'Ibintu mu Kirere ku mbibi zabyo no hanze y'imbibi zabyo, yakorewe i <i>Aqaba</i>, mu Bwami bwa Yorodaniya, ku wa 3 Ukuboza 2019</p>	<p>Seen to be annexed to Law N° 002 bis/2021 of 04/02/2021 approving ratification of the Agreement between the Government of Rwanda and the Government of the United Arab Emirates for Air Services between and beyond their respective territories, done at Aqaba, the Hashemite Kingdom of Jordan, on 3 December 2019</p>	<p>Vu pour être annexé à Loi n° 002 bis/2021 du 04/02/2021 approuvant la ratification de l'Accord entre le Gouvernement du Rwanda et le Gouvernement des Emirats Arabes unis pour les Services Aériens entre et au-delà de leurs territoires respectifs, fait à Aqaba, le Royaume Hachémite de Jordanie, le 3 Décembre 2019</p>
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Kigali, 04/02/2021

(sé)

KAGAME Paul
Perezida wa Repubulika
President of the Republic
Président de la République

(sé)

Dr NGIRENTE Edouard
Minisitiri w'Intebe
Prime Minister
Premier Ministre

**Bibonywe kandi bishyizweho ikirango cya Repubulika:
Seal and sealed with the Seal of the Republic:
Vu et scellé du Sceau de la République:**

(sé)

BUSINGYE Johnston
Minisitiri w'Ubutabera akaba n'Intumwa Nkuru ya Leta
Minister of Justice and Attorney General
Ministre de la Justice et Garde des Sceaux

<p>ITEGEKO N°003 bis/2021 RYO KU WA 04/02/2021 RYEMERA KWEMEZA BURUNDU AMASEZERANO AJYANYE NO GUTWARA ABANTU N'IBINTU MU KIRERE HAGATI YA GUVERINOMA YA MALAYSIA NA GUVERINOMA YA REPUBULIKA Y'U RWANDA, YAKOREWE I AQABA MU BWAMI BWA YORODANIYA, KU WA 4 UKUBOZA 2019</p> <p style="text-align: center;"><u>ISHAKIRO</u></p> <p><u>Ingingo ya mbere:</u> Kwemera kwemeza burundu</p> <p><u>Ingingo ya 2:</u> Itegurwa, isuzumwa n'itorwa by'iri tegeko</p> <p><u>Ingingo ya 3:</u> Igihe iri tegeko ritangira gukurikizwa</p>	<p>LAW N°003 bis/2021 OF 04/02/2021 APPROVING RATIFICATION OF THE AIR SERVICES AGREEMENT BETWEEN THE GOVERNMENT OF MALAYSIA AND THE GOVERNMENT OF THE REPUBLIC OF RWANDA, DONE AT AQABA, THE HASHEMITE KINGDOM OF JORDAN, ON 4 DECEMBER 2019</p> <p style="text-align: center;"><u>TABLE OF CONTENTS</u></p> <p><u>Article One:</u> Approval for ratification</p> <p><u>Article 2:</u> Drafting, consideration and adoption of this Law</p> <p><u>Article 3:</u> Commencement</p>	<p>LOI N°003 bis/2021 DU 04/02/2021 APPROUVANT LA RATIFICATION DE L'ACCORD SUR LES SERVICES AÉRIENS ENTRE LE GOUVERNEMENT DE MALAISIE ET LE GOUVERNEMENT DE LA RÉPUBLIQUE DU RWANDA, FAIT À AQABA, LE ROYAUME HACHÉMITE DE JORDANIE, LE 4 DÉCEMBRE 2019</p> <p style="text-align: center;"><u>TABLE DES MATIÈRES</u></p> <p><u>Article premier:</u> Approbation pour ratification</p> <p><u>Article 2:</u> Initiation, examen et adoption de la présente loi</p> <p><u>Article 3:</u> Entrée en vigueur</p>
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<p>ITEGEKO N°003 bis/2021 RYO KU WA 04/02/2021 RYEMERA KWEMEZA BURUNDU AMASEZERANO AJYANYE NO GUTWARA ABANTU N'IBINTU MU KIRERE HAGATI YA GUVERINOMA YA MALAYSIA NA GUVERINOMA YA REPUBULIKA Y'U RWANDA, YAKOREWE I AQABA MU BWAMI BWA YORODANIYA, KU WA 4 UKUBOZA 2019</p> <p>Twebwe, KAGAME Paul, Perezida wa Repubulika;</p> <p>INTEKO ISHINGA AMATEGEKO YEMEJE NONE NATWE DUHAMIJE, DUTANGAJE ITEGEKO RITEYE RITYA KANDI DUTEGETSE KO RITANGAZWA MU IGAZETI YA LETA YA REPUBULIKA Y'U RWANDA</p> <p>INTEKO ISHINGA AMATEGEKO:</p> <p>Umutwe w'Abadepite, mu nama yawo yo ku wa 3 Ukuboza 2020;</p> <p>Ishingiye ku Itegeko Nshinga rya Repubulika y'u Rwanda ryo mu 2003 ryavuguruwe mu 2015, cyane cyane mu ngingo zaryo, iya 64, iya 69, iya 70, iya 88, iya 90, iya 91, iya 93,</p>	<p>LAW N°003 bis/2021 OF 04/02/2021 APPROVING RATIFICATION OF THE AIR SERVICES AGREEMENT BETWEEN THE GOVERNMENT OF MALAYSIA AND THE GOVERNMENT OF THE REPUBLIC OF RWANDA, DONE AT AQABA, THE HASHEMITE KINGDOM OF JORDAN, ON 4 DECEMBER 2019</p> <p>We, KAGAME Paul, President of the Republic;</p> <p>THE PARLIAMENT HAS ADOPTED AND WE SANCTION, PROMULGATE THE FOLLOWING LAW AND ORDER IT BE PUBLISHED IN THE OFFICIAL GAZETTE OF THE REPUBLIC OF RWANDA</p> <p>THE PARLIAMENT:</p> <p>The Chamber of Deputies, in its sitting of 3 December 2020;</p> <p>Pursuant to the Constitution of the Republic of Rwanda of 2003 revised in 2015, especially in Articles 64, 69, 70, 88, 90, 91, 93, 106, 120, 122, 167, 168 and 176;</p>	<p>LOI N°003 bis/2021 DU 04/02/2021 APPROUVANT LA RATIFICATION DE L'ACCORD SUR LES SERVICES AÉRIENS ENTRE LE GOUVERNEMENT DE MALAISIE ET LE GOUVERNEMENT DE LA RÉPUBLIQUE DU RWANDA, FAIT À AQABA, LE ROYAUME HACHÉMITE DE JORDANIE, LE 4 DÉCEMBRE 2019</p> <p>Nous, KAGAME Paul, Président de la République;</p> <p>LE PARLEMENT A ADOPTÉ ET NOUS SANCTIONNONS, PROMULGUONS LA LOI DONT LA TENEUR SUIT ET ORDONNONS QU'ELLE SOIT PUBLIÉE AU JOURNAL OFFICIEL DE LA RÉPUBLIQUE DU RWANDA</p> <p>LE PARLEMENT:</p> <p>La Chambre des Députés, en sa séance du 3 décembre 2020;</p> <p>Vu la Constitution de la République du Rwanda de 2003 révisée en 2015, spécialement en ses articles 64, 69, 70, 88, 90, 91, 93, 106, 120, 122, 167, 168 et 176;</p>
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<p>iya 106, iya 120, iya 122, iya 167, iya 168 n'iya 176;</p> <p>Imaze gusuzuma amasezerano ajyanye no gutwara abantu n'ibintu mu kirere hagati ya Guverinoma ya <i>Malaysia</i> na Guverinoma ya Repubulika y'u Rwanda, yakorewe i <i>Aqaba</i> mu Bwami bwa Yorodaniya, ku wa 4 Ukuboza 2019;</p> <p>YEMEJE:</p> <p><u>Ingingo ya mbere:</u> Kwemera kwemeza burundu</p> <p>Amasezerano ajyanye no gutwara abantu n'ibintu mu kirere hagati ya Guverinoma ya <i>Malaysia</i> na Guverinoma ya Repubulika y'u Rwanda, yakorewe i <i>Aqaba</i> mu Bwami bwa Yorodaniya, ku wa 4 Ukuboza 2019 ari ku mugereka, yemerewe kwemezwa burundu.</p> <p><u>Ingingo ya 2:</u> Itegurwa, isuzumwa n'itorwa by'iri tegeko</p> <p>Iri tegeko ryateguwe mu rurimi rw'Icyongereza, risuzumwa kandi ritorwa mu rurimi rw'Ikinyarwanda.</p>	<p>After consideration of the Air Services Agreement between the Government of Malaysia and the Government of the Republic of Rwanda, done at Aqaba, the Hashemite Kingdom of Jordan, on 4 December 2019;</p> <p>ADOPTS:</p> <p><u>Article One:</u> Approval for ratification</p> <p>The Air Services Agreement between the Government of Malaysia and the Government of the Republic of Rwanda, done at Aqaba, the Hashemite Kingdom of Jordan, on 4 December 2019, in annex, is approved for ratification.</p> <p><u>Article 2:</u> Drafting, consideration and adoption of this Law</p> <p>This Law was drafted in English, considered and adopted in Ikinyarwanda.</p>	<p>Après examen de l'Accord sur les services aériens entre le Gouvernement de Malaisie et le Gouvernement de la République du Rwanda, fait à Aqaba, le Royaume Hachémite de Jordanie, le 4 décembre 2019;</p> <p>ADOPTE:</p> <p><u>Article premier:</u> Approbation pour ratification</p> <p>L'Accord sur les services aériens entre le Gouvernement de Malaisie et le Gouvernement de la République du Rwanda, fait à Aqaba, le Royaume Hachémite de Jordanie, le 4 décembre 2019, en annexe, est approuvé pour ratification.</p> <p><u>Article 2:</u> Initiation, examen et adoption de la présente loi</p> <p>La présente loi a été initiée en anglais, examinée et adoptée en Ikinyarwanda.</p>
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<p><u>Ingingo ya 3:</u> Igihe iri tegeko ritangira gukurikizwa</p> <p>Iri tegeko ritangira gukurikizwa ku munsu ritangarijweho mu Igazeti ya Leta ya Repubulika y'u Rwanda.</p>	<p><u>Article 3:</u> Commencement</p> <p>This Law comes into force on the date of its publication in the Official Gazette of the Republic of Rwanda.</p>	<p><u>Article 3:</u> Entrée en vigueur</p> <p>La présente loi entre en vigueur le jour de sa publication au Journal Officiel de la République du Rwanda.</p>
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Kigali, 04/02/2021

(sé)

KAGAME Paul
Perezida wa Repubulika
President of the Republic
Président de la République

(sé)

Dr NGIRENTE Edouard
Minisitiri w'Intebe
Prime Minister
Premier Ministre

Bibonywe kandi bishyizweho ikirango cya Repubulika:
Sean and sealed with the Seal of the Republic:
Vu et scellé du Sceau de la République:

(sé)

BUSINGYE Johnston
Minisitiri w'Ubutabera akaba n'Intumwa Nkuru ya Leta
Minister of Justice and Attorney General
Ministre de la Justice et Garde des Sceaux

<p>UMUGEREKA W' ITEGEKO N° 003 bis /2021 RYO KU WA 04 /02 /2021 RYEMERA KWEMEZA BURUNDU AMASEZERANO AJYANYE NO GUTWARA ABANTU N'IBINTU MU KIRERE HAGATI YA GUVERINOMA YA MALAYSIA NA GUVERINOMA YA REPUBULIKA Y'U RWANDA , YAKOREWE I AQABA MU BWAMI BWA YORODANIYA , KU WA 4 UKUBOZA 2019</p>	<p>ANNEX TO LAW N° 003 bis/2021 OF 04/02/2021 APPROVING RATIFICATION OF THE AIR SERVICES AGREEMENT BETWEEN THE GOVERNMENT OF MALAYSIA AND THE GOVERNMENT OF THE REPUBLIC OF RWANDA, DONE AT AQABA, THE HASHEMITE KINGDOM OF JORDAN, ON 4 DECEMBER 2019</p>	<p>ANNEXE À LOI N° 003 bis/2021 DU 04/02/2021 APPROUVANT LA RATIFICATION DE L'ACCORD SUR LES SERVICES AÉRIENS ENTRE LE GOUVERNEMENT DE MALAISIE ET LE GOUVERNEMENT DE LA RÉPUBLIQUE DU RWANDA, FAIT À AQABA, LE ROYAUME HACHÉMITE DE JORDANIE, LE 4 DÉCEMBRE 2019</p>
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AIR SERVICES AGREEMENT

BETWEEN

THE GOVERNMENT OF MALAYSIA

AND

THE GOVERNMENT OF THE REPUBLIC OF RWANDA

A handwritten signature in blue ink, consisting of stylized, overlapping loops and a long horizontal stroke extending to the left.A handwritten signature in blue ink, featuring a large, sweeping curve that starts from the bottom left and ends with a small, sharp hook at the top right.

AIR SERVICES AGREEMENT BETWEEN THE GOVERNMENT OF MALAYSIA AND THE GOVERNMENT OF THE REPUBLIC OF RWANDA

The Government of Malaysia and the Government of Rwanda (hereinafter referred to singularly as the "Party" and collectively as "the Parties"),

Being Parties to the Convention on International Civil Aviation, opened for signature at Chicago on 7 December 1944;

DESIRING to contribute to the progress of international civil aviation;

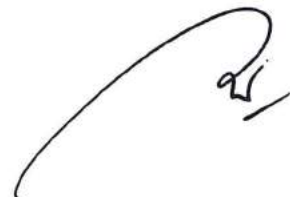
DESIRING to conclude an agreement for the purpose of establishing and operating air services between and beyond their respective territories;

HAVE AGREED as follows:

Article 1 Definitions

For the purpose of this Agreement, unless otherwise stated, the term:

- a) "air transportation" means the public carriage by aircraft of passengers, baggage, cargo and mail, separately or in combination, for remuneration or hire;
- b) "aeronautical authorities" means, in the case of the Government of Malaysia the Ministry of Transport; in the case of the Government of Rwanda the Ministry of Infrastructure or in both cases any other authority or person empowered to perform the functions now exercised by the said authorities;
- c) "agreed services" means scheduled international air services on the route(s) specified in the Annex to this Agreement;
- d) "agreement" means this Agreement, its Annex, and any amendments thereto;
- e) "capacity" is the amount(s) of services provided under the agreement, usually measured in the number of flights (frequencies) or seats or tons of cargo offered in a market (city pair, or country to country) or on route during specific period, such as daily, weekly, seasonally or annually;
- f) "Convention" means the Convention on International Civil Aviation opened for signature at Chicago on the seventh day of December, 1944, and includes any Annex adopted under Article 90 of that Convention, and any amendment of the Annexes or Convention under Articles 90 and 94, insofar as such Annexes and amendments have become effective for both Parties;



g) "designated airline" means an airline which has been designated and authorized in accordance with Article 3 of this Agreement;

h) "ICAO" means the International Civil Aviation Organisation;

i) "intermodal air transportation" means the public carriage by aircraft and by one or more surface modes of transport of passengers, baggage, cargo and mail, separately or in combination, for remuneration or hire;

j) "international air transportation" is air transportation in which the passengers, baggage, cargo and mail which are taken on board in the territory of one State are destined to another State;

k) "price" or "tariff" means any fare, rate or charge for the carriage of passengers, baggage and/or cargo (excluding mail) in air transportation (including any other mode of transportation in connection therewith) charged by airlines, including their agents, and the conditions governing the availability of such fare, rate or charge;

l) "territory" in relation to a State means the land areas and territorial waters adjacent thereto and the airspace above them under the sovereignty of that State;

m) "user charges" means a charge made to airlines by the competent authorities, or permitted by them to be made, for the provision of airport property facilities or of air navigation facilities, or aviation security facilities or services, including related services and facilities, for aircraft, their crews, passengers and cargo; and

n) "air service", "international air service", "airline", and "stop for non-traffic purposes", have the meaning assigned to them in Article 96 of the Convention.

Article 2

Grant of Rights

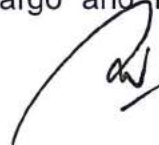
1. Each Party grants to the other Party the rights specified in this Agreement for the purpose of operating international air services on the routes specified in the Route Schedule (Annex hereto).

2. Subject to the provisions of this Agreement, the airlines(s) designated by each Party shall enjoy the following rights:

a) the right to fly without landing across the territory of the other Party;

b) the right to make stops in the territory of the other Party for non-traffic purposes; and

c) the right to make stops at the point(s) on the route(s) specified in the Route Schedule to this Agreement for the purpose of taking on board and/or discharging international traffic in passengers, baggage, cargo and mail separately or in combination on a commercial basis.



3. The airlines of each Party, other than those designated under Article 3 (Designation and Authorisation) of this Agreement, shall also enjoy the rights specified in paragraphs 2 a) and b) of this Article.

Article 3

Designation and Authorisation

1. Each Party shall have the right to designate in writing to the other Party as many airlines as it wishes to operate the agreed services in accordance with this Agreement and to withdraw or alter such designation.

2. On receipt of such a designation, and of application from the designated airline, in the form and manner prescribed for operating authorisation, each Party shall grant the appropriate authorisation with minimum procedural delay, provided that:

a) it is satisfied that substantial ownership and effective regulatory control of that designating airline is vested in the Party designating the airline;

b) the Party designating the airline is in compliance with the provisions set forth in Article 8 (Safety) and Article 9 (Aviation Security); and

c) the designated airline is qualified to meet other conditions prescribed under the laws and regulations normally applied to the operation of international air transport services by the Party receiving the designation.

3. On receipt of the operating authorisation of paragraph 2, a designated airline may at any time begin to operate the agreed services for which it is so designated, provided that the airline complies with applicable provisions of this Agreement.

Article 4

Withholding, Revocation and Limitation of Authorisation

1. The aeronautical authorities of each Party shall have the right to withhold the authorisations referred to in Article 3 (Designation and Authorisation) of this Agreement with respect to an airline designated by the other Party, and to revoke, suspend or impose conditions on such authorisations, temporarily or permanently:

a) in the event that they are not satisfied that the substantial ownership and effective regulatory control of that designated airline is vested in the Party designating the airline or nationals of the Party designating the airline;

b) in the event of failure by the Party designating the airline to comply with the provisions set forth in Article 8 (Safety) and Article 9 (Aviation Security); and

c) in the event of failure that such designated airline is qualified to meet other conditions prescribed under the laws and regulations normally applied to the operation of international air transport services by the Party receiving the designation.



2. Unless immediate action is essential to prevent infringement of the laws and regulations referred to above or unless safety or security requires action in accordance with the provisions of Article 8 (Safety) or Article 9 (Aviation Security), the rights enumerated in paragraph 1 of this Article shall be exercised only after consultations between the aeronautical authorities in conformity with Article 29 (Consultations) of this Agreement.

Article 5

Application of Laws

1. The laws and regulations of one Party governing entry into and departure from its territory of aircraft engaged in international air services, or the operation and navigation of such aircraft while within its territory, shall be applied to the aircraft of the designated airline of the other Party.

2. The laws and regulations of one Party relating to the entry into, stay in and departure from its territory of passengers, crew and cargo including mail such as those regarding immigration, customs, currency and health and quarantine shall apply to passengers, crew, cargo and mail carried by the aircraft of the designated airline of the other Party while they are within the said territory.

3. Neither Party shall give preference to its own or any other airline over a designated airline of the other Party engaged in similar international air transportation in the application of its immigration, customs, quarantine and similar regulations.

Article 6

Direct Transit

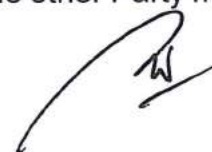
Passengers, baggage, cargo and mail in direct transit through the territory of any Party and not leaving the area of the airport reserved for such purpose shall not undergo any examination except for reasons of aviation security, narcotics control, prevention of illegal entry or in special circumstances, subject to approval from other government agencies.

Article 7

Recognition of Certificates

1. Certificates of airworthiness, certificates of competency and licenses issued or rendered valid are equal to or above the minimum standards which may be established pursuant to the Convention.

2. If the privileges or condition of the licenses or certificates referred to in paragraph 1 above, issued by the aeronautical authorities of one Party to any person or designated airline or in respect of an aircraft used in the operation of the agreed services, should permit a difference from the minimum standards established under the Convention, and which difference has been filed with ICAO, the other Party may



request consultations between the aeronautical authorities with a view to clarifying the practice in question.

3. Each Party reserves the right, however, to refuse to recognize for the purpose of flights above are landing within its own territory, certificates of competency and licenses granted to its own nationals by the other Party.

Article 8 Safety

1. Each Party may request consultations at any time concerning the safety standards maintained by the other Party in areas relating to aeronautical facilities, flight crew, aircraft and the operation of aircraft. Such consultations shall take place within thirty (30) days of that request.

2. If, following such consultations, one Party finds that the other Party does not effectively maintain and administer safety standards in the areas referred to in paragraph 1 that meet the Standards established at that time pursuant to the Convention, the other Party shall be informed of such findings and the steps considered necessary to conform with the ICAO Standards. The other Party shall then take appropriate corrective action within an agreed time period.

3. Pursuant to Article 16 of the Convention, it is further agreed that, any aircraft operated by, or on behalf of an airline of one Party, on service to or from the territory of another Party, may while within the territory of the other Party be the subject of a search by the authorized representatives of the other Party, provided this does not cause unreasonable delay in the operation of the aircraft. Notwithstanding the obligations mentioned in Article 33 of the Convention, the purpose of this search is to verify the validity of the relevant aircraft documentation, the licensing of its crew, and that the aircraft equipment and the condition of the aircraft conform to the Standards established at that time pursuant to the Convention.

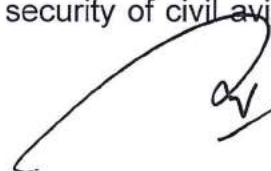
4. When urgent action is essential to ensure the safety of an airline operation, each Party reserves the right to immediately suspend or vary the operating authorisation of an airline or airlines of the other Party.

5. Any action by one Party in accordance with paragraph 4 above shall be discontinued once the basis for taking of that action ceases to exist.

6. With reference to paragraph 2, if it is determined that one Party remains in non-compliance with ICAO Standards should be advised thereof, the latter should be advised of the subsequent satisfactory resolution of the situation.

Article 9 Aviation Security

1. Consistent with their rights and obligations under international law, the Parties reaffirm that their obligations to each other to protect the security of civil aviation



against acts of unlawful interference forms an integral part of this Agreement. Without limiting the generality of their rights and obligations under international law, the Parties shall, in particular, act in conformity with the provisions of the Convention on Offences and Certain Other Acts Committed on Board Aircraft, signed at Tokyo on 14 September 1963, the Convention for Suppression of Unlawful Seizure of Aircraft, signed at the Hague on 16 December 1970 and the Convention for the Suppression of Unlawful Acts against the Safety of Civil Aviation, signed at Montreal on 23 September 1971, its Supplementary Protocol for the Suppression of Unlawful Acts of Violence at Airports Serving International Civil Aviation, signed at Montreal on 24 February 1988 as well as with any other convention and protocol relating to the security of civil aviation which both Parties adhere to.

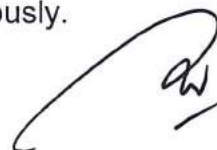
2. The Parties shall provide, upon request, all necessary assistance to each other to prevent acts of unlawful seizure of civil aircraft and other unlawful acts against the safety of such aircraft, their passengers and crew, airports and air navigation facilities, and any other threat to the security of civil aviation.

3. The Parties shall, in their mutual relations, act in conformity with the aviation security provisions established by ICAO and designated as Annexes to the Convention; they shall require that operators of aircraft of their registry or operators of aircraft who have their principal place of business or permanent residence in their territory and the operators of airports in their territory act in conformity with such aviation security provisions. Each Party shall advise the other Party of any difference between its national regulations and practices and the aviation security standards of the Annexes. Either Party may request immediate consultations with the other Party at any time to discuss any such differences.

4. Each Party agrees that such operators of aircraft may be required to observe the aviation security provisions referred to in paragraph 3) above required by the other Party for entry into, departure from, or while within, the territory of that other Party. Each Party shall ensure that adequate measures are effectively applied within its territory to protect the aircraft and to inspect passengers, crew, carry-on items, and baggage, cargo and aircraft stores prior to and during boarding or loading. Each Party shall also give sympathetic consideration to any request from the other Party for reasonable special security measures to meet a particular threat.

5. When an incident or threat of an incident of unlawful seizure of civil aircraft or other unlawful acts against the safety of such aircraft, their passengers and crew, airports or air navigation facilities occurs, the Parties shall assist each other by facilitating communications and other appropriate measures intended to terminate rapidly and safely such incident or threat thereof.

6. Each Party shall have the right, within sixty (60) days following notice (or such shorter period as may be agreed between the aeronautical authorities), for its aeronautical authorities to conduct an assessment in the territory of the other Party of the security measures being carried out, or planned to be carried out, by aircraft operators in respect of flights arriving from, or departing to the territory to the first Party. The administrative arrangements for the conduct of such assessment shall be agreed between the aeronautical authorities and implemented without delay so as to ensure that assessments will be conducted expeditiously.



7. When a Party has reasonable grounds to believe that the other Party has departed from the provisions of this Article, the first Party may request consultations. Such consultations shall start within fifteen (15) days of receipt of such a request from either Party. Failure to reach a satisfactory agreement within (15) days from the start of consultations shall constitute grounds for withholding, revoking, suspending or imposing conditions on the authorisations of the airlines designated by the other Party. When justified by an emergency, or to prevent further non-compliance with the provisions of this Article, the first Party may take interim action at any time.

Article 10

Security of Travel Documents

1. Each Party agrees to adopt measures to ensure the security of their passports and other travel documents.

2. In this regard, each Party agrees to establish controls on the lawful creation, issuance, verification and use of passports and other travel documents and identity documents issued by, or on behalf of, that Party.

3. Each Party also agrees to establish or improve procedures to ensure that travel and identity documents issued by it are of such quality that they cannot easily be misused and cannot readily be unlawfully altered, replicated or issued.

4. Pursuant to the objectives above, each Party shall issue their passports and other travel documents in accordance with ICAO Doc 9303, *Machine Readable Travel Documents: Part 1 B Machine Readable Passports, Part 2 B Machine Readable Visas, and/or Part 3 B Size 1 and Size 2 Machine Readable Official Travel Documents*.

5. Each Party further agrees to exchange operational information regarding forged or counterfeit travel documents, and to cooperate with the other Party to strengthen resistance to travel document fraud, including the forgery or counterfeiting of travel documents, the use of valid travel documents by imposters, the misuse of authentic travel documents by rightful holders in furtherance of the commission of an offence, the use of expired or revoked travel documents, and the use of fraudulently obtained travel documents.

Article 11

Inadmissible and Undocumented Passengers and Deportees

1. Each Party agrees to establish effective border controls.

2. In this regard, each Party agrees to implement the Standards and Recommended Practices of Annex 9 (Facilitation) to the Convention concerning inadmissible and undocumented passengers and deportees in order to enhance cooperation to combat illegal migration.



3. Pursuant to the objectives above, each Party agrees to issue, or to accept, as the case may be, the letter relating to "fraudulent, falsified or counterfeit travel documents or genuine documents presented by imposters" set out in Appendix 9 b) to Annex 9 (11th edition), when taking action under relevant paragraphs of Chapter 3 of the Annex regarding the seizure of fraudulent, falsified or counterfeit travel documents.

Article 12 **User Charges**

1. Neither Party shall impose or permit to be imposed on the designated airlines of the other Party user charges higher than those imposed on its airlines operating similar international services.

2. Each Party shall encourage consultations on user charges between its competent charging authority or airport or air navigation service provider and airlines using the service and facilities provided by those charging authorities or service provider, where practicable through those airlines' representative organisations. Reasonable notice of any proposals for changes in user charges should be given to such users to enable them to express their views before changes are made. Each Party shall further encourage its competent charging authority or service provider and such users to exchange appropriate information concerning user charges.

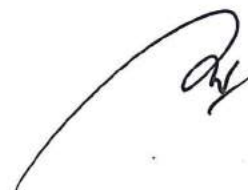
3. Each Party shall encourage consultations between the competent charging authorities or bodies in its territory and the airlines using the services and facilities, and shall encourage the competent authorities or bodies and the airlines to exchange such information as may be necessary to permit an accurate review of the reasonableness of the charges in accordance with the principles in paragraph 1 and each Party shall encourage the competent charging authorities to provide users with reasonable notice of any proposal for changes in user charges to enable users to express their views before changes are made.

4. Neither Party shall be held, in dispute resolution procedures pursuant to Article 30 (Settlement of Disputes), to be in breach of a provision of this Article, unless:

(a) it fails to undertake a review of the charge or practice that is the subject of complaint by the other Party within a reasonable amount of time; or

(b) following such a review it fails to take all steps within its power to remedy any charge or practice that is inconsistent with this Article.

5. Airports, airways, air traffic control and air navigation services, aviation security, and other related facilities and services that are provided in the territory of one Party shall be available for use by the airlines of the other Party on terms no less favourable than the most favourable terms available to any airline engaged in similar international air services at the time arrangements for use are made.



Article 13

Customs Duties

1. Each Party shall on the basis of reciprocity exempt a designated airline of the other Party to the fullest extent possible under its national law from import restrictions, customs duties, excise taxes and charges not based on the cost of services provided on arrival on aircraft, fuel, lubricating oils, consumable technical supplies, spare parts including engines, regular aircraft equipment, aircraft stores and other items such as printed ticket stock, air waybills, any printed material which bears the insignia of the company printed thereon and usual publicity material distributed free of charge by that designated airline intended for use or used solely in connection with the operation or servicing of aircraft of the designated airline of such other Party operating the agreed services.

2. The exemptions granted by this Article shall apply to the items referred to in paragraph 1:

- (a) introduced into the territory of the Party by or on behalf of the designated airline of the other Party;
- (b) retained on board aircraft of the designated airline of one Party upon arrival in or leaving the territory of the other Party; or
- (c) taken on board aircraft of the designated airline of one Party in the territory of the other Party and intended for use in operating the agreed services.

whether or not such items are used or consumed wholly within the territory of the Party granting the exemption, provided the ownership of such items is not transferred in the territory of the said Party.

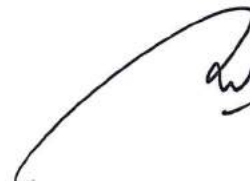
The regular airborne equipment, as well as the materials and supplies normally retained on board the aircraft of a designated airline of either Party, may be unloaded in the territory of the other Party only with the approval of the customs authorities of that territory. In such case, they may be placed under the supervision of the said authorities up to such time as they are re-exported or otherwise disposed of in accordance with customs regulations.

Article 14

Taxation

1. Profits or income from the operation of aircraft in international traffic derived by an airline of one Party, including participation in inter-airline commercial agreements or joint business ventures, shall be exempt from any tax on profits or income imposed by the Government of the other Party.

2. Capital and assets of an airline of one Party relating to the operation of aircraft in international traffic shall be exempt from all taxes on capital and assets imposed by the Government of the other Party.



3. Gains from the alienation of aircraft operated in international traffic and movable property pertaining to the operation of such aircraft which are received by an airline of one Party shall be exempt from any tax on gains imposed by the Government of the other Party.

4. Each Party shall on a reciprocal basis grant relief from value added tax or similar indirect taxes on goods and services supplied to the airline designated by the other Party and used for the purposes of its operation of international air services. The tax relief may take the form of an exemption or a refund. Nothing in this Agreement shall affect the rights and obligations if either country under any tax convention. In the event of any inconsistency between this Agreement and any such convention, that convention shall prevail to the extent of inconsistency.

Article 15 Capacity

1. Each Party shall allow each designated airline to determine the frequency and capacity of the international air transportation it offers based on commercial considerations of the marketplace.

2. Neither Party shall unilaterally limit the volume of traffic, frequency, or regularity of service, or the aircraft type or types operated by the designated airlines of the other Party, except as may be required for customs, technical, operational, or environmental reasons under uniform conditions consistent with Article 15 of the Convention.

3. Neither Party shall impose on the other Party's designated airlines a first refusal requirement, uplift ratio, no-objection fee, or any other requirement with respect to the capacity, frequency or traffic which would be inconsistent with the purposes of this Agreement.

4. Neither Party shall require the filing of schedules, programmes for charter flights, or operational plans by airlines of the other Party for approval, except as may be required on a non-discriminatory basis to enforce uniform conditions as foreseen by paragraph 2) of this Article or as may be specifically authorized in an Annex to this Agreement. If a Party requires filings for information purposes, it shall minimize the administrative burdens of filing requirements and procedures on air transportation intermediaries and on designated airlines of the other Party.

Article 16 Pricing (Tariffs)

1. Each Party shall allow prices for air transportation to be established by each designated airline based upon commercial considerations in the marketplace. Intervention by the Parties shall be limited to:

- (a) prevention of unreasonably discriminatory prices or practices;

(b) protection of consumers from prices that are unreasonably high or restrictive due to the abuse of a dominant position; and

(c) protection of airlines from prices that are artificially low due to direct or indirect governmental subsidy or support.

2. Each Party may require notification to or filing with its aeronautical authorities of prices to be charged to or from its territory by airlines of the other Party. Notification or filing by the airlines of both Parties may be required no more than thirty (30) days before the proposed date of effectiveness. In individual cases, notification or filing may be permitted on shorter notice than normally required. Each designated airline may implement matching prices upon one day's notice. Neither Party shall require the notification or filing by airlines of the other Party of prices charged by charterers to the public, except as may be required on a non-discriminatory basis for information purpose.

3. Neither Party shall take unilateral action to prevent the inauguration or continuation of a price proposed to be charged or charged by (1) an airline of either Party for international air transportation between the territories of the Parties, or (2) an airline of one Party for international air transportation between the territory of the other Party and any other country, including in both cases transportation on an interline or interlines basis. If either Party believes that any such price is inconsistent with the considerations set forth in paragraph (1) of this Article, it shall request consultations and notify the other Party of the reasons for its dissatisfaction as soon as possible. These consultations shall be held not later than thirty (30) days after receipt of the request, and the Parties shall cooperate in securing information necessary for reasoned resolution of the issue. If the Parties reach agreement with respect to a price for which a notice of dissatisfaction has been given, each Party shall use its best efforts to put that agreement into effect. Without such mutual agreement, the price shall go into effect or continue in effect.

Article 17 Safeguards

1. The Parties agree that the following airline practices may be regarded as possible unfair competitive practices which may merit closer examination:

a) charging fares and rates on routes at levels which are, in the aggregate, insufficient to cover the costs of providing the services to which they relate;

b) the addition of excessive capacity or frequency of service;

c) the practices in question are sustained rather than temporary;

d) the practices in question have a serious negative economic effect on, or cause significant damage to, another airline;

e) the practices in question reflect an apparent intent or have the probable effect, or crippling, excluding or driving another airline from the market; and

f) behaviour indicating an abuse of dominant position on the route.

2. If the aeronautical authorities of one Party consider that an operation or operations intended or conducted by the designated airline of the other Party may constitute unfair competitive behaviour in accordance with the indicators listed in paragraph 1, they may request consultation in accordance with Article 29 (Consultation) with a view to resolving the problem. Any such request shall be accompanied by notice of the reasons for the request, and the consultation shall begin within fifteen (15) days of the request. If the Parties fail to reach a resolution of the problem through consultations, either Party may invoke the dispute resolution mechanism under Article 30 (Settlement of disputes) to resolve the dispute.

Article 18

Currency Conversion and Remittance of Earnings

Each Party shall permit airline(s) of the other Party to convert and transmit abroad to the airline's(s') choice of State, on demand, all local revenues from the sale of air transport services and associated activities directly linked to air transport in excess of sums locally disbursed, with conversion and remittance permitted promptly without restrictions, discrimination or taxation in respect thereof at the rate of exchange applicable as of the date of the request for conversion and remittance.

Article 19

Sale and Marketing of Air Service Products

1. Each Party shall accord airlines of the other Party the right to sell and market international air services and related products in its territory (directly or through agents or other intermediaries of the airline's choice), including the right to establish offices, both on-line and off-line.

2. Each airline shall have the right to sell transportation in the currency of that territory or, at its discretion, in freely convertible currencies or other countries, and any person shall be free to purchase such transportation in currencies accepted by that airline.

Article 20

Non-national Personnel and Access to Local Services

Each Party shall permit designated airlines of the other Party to:

a) bring in to its territory and maintain non-national employees who perform managerial, commercial, technical, operational and other specialist duties which are required for the provision of air transport services, consistent with the laws and regulations of the receiving State concerning entry, residence and employment; and

- b) use the services and personnel of any other organisation, company or airline operating in its territory and authorized to provide such services.

Article 21

Change of Gauge

On any international segment or segments of the agreed routes, a designated airline may perform international air transportation without any limitation as to change, at any point on the route, in type or number of aircraft operated; provided that the transportation beyond such point is a continuation of the transportation from the territory of the Party that has designated the airline and, in the inbound direction, the transportation to the territory of the Party that has designated the airline is a continuation of the transportation from beyond such point.

Article 22

Ground Handling

1. Subject to applicable safety provisions, including ICAO Standards and Recommended Practices (SARPs) contained in Annex 6, each Party shall authorize airline(s) of the other Party, at each airline's choice, to-

- a) perform its own ground handling services; and
- b) select among competing service providers.

2. An airline is permitted to choose freely from among the alternatives available and to combine or change its option, except where this is demonstrably impractical and also where constrained by relevant, safety and security considerations, and (with the exception of self-handling in a) above) by the scale of airport operations being too small to sustain competitive providers.

3. Parties would always be required to take the necessary measures to ensure reasonable cost-based pricing and fair and equal treatment for airline(s) of the other Party/Parties.

Article 23

Codesharing/Cooperative Arrangements

1. In operating or holding out the authorized services on the agreed routes, any designated airline of one Party may enter into cooperative marketing arrangements such as joint venture, blocked space or codesharing arrangements, with

- a) an airline or airlines of either Party;
- b) an airline or airlines of a third country; and
- c) a surface transportation provider of any country,

provided that all airlines in such arrangements hold the appropriate authority and meet the requirements normally applied to such arrangements.

2. The Parties agree to take the necessary action to ensure that consumers are fully informed and protected with respect to codeshared flights operating to or from their territory and that, as a minimum, passengers be provided with the necessary information in the following ways:

a) orally and, if possible, in writing at the time of booking;

b) in written form, on the ticket itself and/or (if not possible), on the itinerary document accompanying the ticket or on any other document replacing the ticket, such as a written confirmation, including information on whom to contact in case of a problem and a clear indication of which airline is responsible in case of damage or accident; and

c) orally again, by the airline's ground staff at all stages of the journey.

3. The airlines are required to file for approval any proposed cooperative arrangement with the aeronautical authorities of both Parties at least sixty (60) days before its proposed introduction.

Article 24 Aircraft Leasing

1. Either Party may prevent the use of leased aircraft for services under this Agreement which does not comply with Articles 8 (Safety) and 9 (Aviation Security).

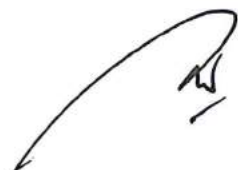
2. Subject to paragraph 1, the designated airlines of each Party may operate services under this Agreement by using leased aircraft which meets applicable safety and security requirements.

Article 25 Intermodal Services

Each designated airline may use surface modes of transport without restriction in conjunction with the international air transport of passengers and cargo.

Article 26 Computer Reservation Systems (CRS)

Each Party shall apply the ICAO Code of Conduct for the Regulation and Operation of Computer Reservation Systems within its territory consistent with other applicable regulations and obligations concerning computer reservation systems.



Article 27

Ban on Smoking

1. Each Party shall prohibit or cause their airlines to prohibit smoking on all flights carrying passengers operated by its airlines between the territories of the Parties. This prohibition shall apply to all locations within the aircraft and shall be in effect from the time an aircraft commences enplanement of passengers to the time deplanement of passengers is completed.

2. Each Party shall take all measures that it considers reasonable to secure compliance by its airlines and by their passengers and crew members with the provisions of this Article, including the imposition of appropriate penalties for non-compliance.

Article 28

Environmental Protection

The Parties support the need to protect the environment by promoting the sustainable development of aviation. The Parties agree with regard to operations between their respective territories to comply with the ICAO Standards and Recommended Practices (SARPs) of Annex 16 and the existing ICAO policy and guidance on environmental protection.

Article 29

Consultations

Either Party may at any time request consultations on any matter related to this Agreement. Such consultations shall begin within a period of thirty days from the date the other Party receives the request, unless otherwise agreed by the Parties.

Article 30

Settlement of Disputes

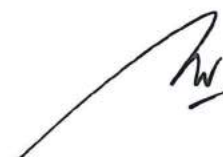
Any difference or dispute between the Parties concerning the interpretation and/or implementation and/or application of any of the provisions of this Agreement shall be settled amicably through mutual consultation and/or negotiations between the Parties through diplomatic channels, without reference to any third party or international tribunal.

Article 31

Revision, Modification and Amendment

1. Either Party may request in writing a revision, modification or amendment of all or any part of this Agreement.

2. Any revision, modification or amendment agreed to by the Parties shall be reduced into writing and shall form part of this Agreement.



3. Such revision, modification or amendment shall come into force on such date as may be determined by the Parties.

4. Any revision, modification or amendment shall not prejudice the rights and obligations arising from or based on this Agreement before or up to the date of such revision, modification or amendment.

Article 32

Multilateral Agreements

If a multilateral agreement concerning air transport comes into force in respect of both Parties, the present Agreement shall be amended so as to confirm with the provisions of that multilateral agreement.

Article 33

Termination

Notwithstanding anything in this Agreement, either Party may terminate this Agreement by notifying the other Party of its intention to terminate this Agreement by a notice in writing through diplomatic channels, at least twelve (12) months prior to its intention to do so. Such termination notice shall be simultaneously communicated to ICAO.

Article 34

Registration with ICAO

This Agreement and any amendment thereto shall be registered upon its entry into force with the ICAO.

Article 35

Confidentiality

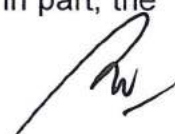
1. Each Party shall undertake to observe the confidentiality and secrecy of documents, information and other data received from or supplied to the other Party during the period of the implementation of this Agreement or any other agreements made pursuant to this Agreement.

2. Both Parties agree that the provisions of this Article shall continue to be binding between the Parties notwithstanding the termination of this Agreement.

Article 36

Suspension

Each Party reserves the right for reasons of national security, national interest, public order or public health to suspend temporarily, either in whole or in part, the



implementation of this Agreement which suspension shall take effect immediately after notification has been given to the other Party through diplomatic channels.

Article 37 Entry into Force

This Agreement shall come into force on the date of the exchange of notes whereby a Party communicates to the other Party, through the diplomatic channels, that all necessary internal procedures have been complied with.

IN WITNESS WHEREOF, the undersigned, being duly authorised by their respective Governments, have signed this Agreement.

DONE AT **Aqaba, the Hashemite Kingdom of Jordan** this 4th day of **December**, in the year **2019**, in one original text of English language.

For the Government of Malaysia

**For the Government of the Republic
of Rwanda**



MOHAMAD RADZUAN MAZLAN
Under Secretary Aviation Division
Ministry of Transport Malaysia



AMB. WILLIAMS NKURUNZIZA
Ambassador of Rwanda to Turkey

ANNEX

Section 1

Scheduled Air Transportation

Routes

Airlines of each Party designated under this Annex shall, in accordance with the terms of their designation, be entitled to perform scheduled international air transportation between points on the following routes:

A. Routes for the airline or airlines designated by the Government of Malaysia

Points of Departure	Intermediate Points	Points of Arrival	Beyond Points
Points in Malaysia	Any points	Points in in Rwanda	Any points

B. Routes for the airline or airlines designated by the Government of Rwanda:

Points of Departure	Intermediate Points	Points of Arrival	Beyond Points
Points in Rwanda	Any points	Points in Malaysia	Any points

Section 2

Operation Flexibility

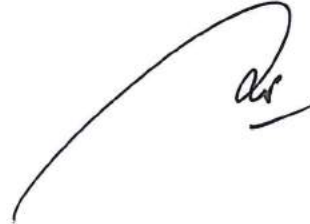
The designated airline of either Party may, on any or all flights and at its option:

1. Operate flights in either or both directions;
2. Combine different flight numbers within one aircraft operation;
3. Serve behind, intermediate, and beyond points and points in the territories of the Parties on the routes in any combination and in any order;
4. Omit stops at any point or points;
5. Transfer traffic from any of its aircraft to any of its other aircraft at any point on the routes; and
6. Serve points behind any point in its territory with or without change of aircraft or flight number and may hold out and advertise such services to the public as through services;

without directional or geographic limitation and without loss of any right to carry traffic otherwise permissible under this Agreement; provided that, the service serves a point in the territory of the Party designating the airlines

Section 3
Charter Air Transportation

Airlines of each Party designated pursuant to this Agreement to operate under this Annex shall have the right to operate non-scheduled international air transport over the routes specified and in accordance with the rights granted for scheduled services in this Agreement.



<p>Bibonywe kugira ngo bishyirwe ku mugereka w'Itegeko N° 003 bis/2021 ryo ku wa 04/02/2021 ryemera kwemeza burundu Amasezerano ajyanye no gutwara Abantu n'Ibintu mu kirere hagati ya Guverinoma ya Malaysia na Guverinoma ya Repubulika y'u Rwanda, yakorewe i Aqaba mu Bwami bwa Yorodaniya, ku wa 4 Ukuboza 2019</p>	<p>Seen to be annexed to Law N° 003 bis/2021 of 04/02/2021 approving ratification of the Air Services Agreement between the Government of Malaysia and the Government of the Republic of Rwanda , done at Aqaba ,the Hashemite Kingdom of Jordan , on 4 December 2019</p>	<p>Vu pour être annexé à Loi n° 003 bis/2021 du 04/02/2021 approuvant la ratification de l'Accord sur les Services Aériens entre le Gouvernement de Malaisie et le Gouvernement de la République du Rwanda , fait à Aqaba , le Royaume Hachémite de Jordanie , le 4 Décembre 2019</p>
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Kigali, 04/02/2021

(sé)

KAGAME Paul
Perezida wa Repubulika
President of the Republic
Président de la République

(sé)

Dr NGIRENTE Edouard
Minisitiri w'Intebe
Prime Minister
Premier Ministre

Bibonywe kandi bishyizweho ikirango cya Repubulika:
Sean and sealed with the Seal of the Republic:
Vu et scellé du Sceau de la République:

(sé)

BUSINGYE Johnston
Minisitiri w'Ubutabera akaba n'Intumwa Nkuru ya Leta
Minister of Justice and Attorney General
Ministre de la Justice et Garde des Sceaux

<p>ITEGEKO N°004bis/2021 RYO KU WA 04/02/2021 RYEMERA KWEMEZA BURUNDU AMASEZERANO AJYANYE NO GUTWARA ABANTU N'IBINTU MU KIRERE HAGATI YA GUVERINOMA YA REPUBULIKA Y'U RWANDA NA GUVERINOMA YA REPUBULIKA YUNZE UBUMWE YA TANZANIYA YASHYIRIWEHO UMUKONO I AQABA MU BWAMI BWA YORODANIYA, KU WA 4 UKUBOZA 2019</p> <p style="text-align: center;"><u>ISHAKIRO</u></p> <p><u>Ingingo ya mbere:</u> Kwemera kwemeza burundu</p> <p><u>Ingingo ya 2:</u> Itegurwa, isuzumwa n'itorwa by'iri tegeko</p> <p><u>Ingingo ya 3:</u> Igihe iri tegeko ritangira gukurikizwa</p>	<p>LAW N°004 bis/2021 OF 04/02/2021 APPROVING RATIFICATION OF THE BILATERAL AIR SERVICES AGREEMENT BETWEEN THE GOVERNMENT OF THE REPUBLIC OF RWANDA AND THE GOVERNMENT OF THE UNITED REPUBLIC OF TANZANIA, SIGNED AT AQABA, THE HASHEMITE KINGDOM OF JORDAN, ON 4 DECEMBER 2019</p> <p style="text-align: center;"><u>TABLE OF CONTENTS</u></p> <p><u>Article One:</u> Approval for ratification</p> <p><u>Article 2:</u> Drafting, consideration and adoption of this Law</p> <p><u>Article 3:</u> Commencement</p>	<p>LOI N°004 bis/2021 DU 04/02/2021 APPROUVANT LA RATIFICATION DE L'ACCORD BILATÉRAL SUR LES SERVICES AÉRIENS ENTRE LE GOUVERNEMENT DE LA RÉPUBLIQUE DU RWANDA ET LE GOUVERNEMENT DE LA RÉPUBLIQUE UNIE DE TANZANIE, SIGNÉ À AQABA, LE ROYAUME HACHÉMITE DE JORDANIE, LE 4 DÉCEMBRE 2019</p> <p style="text-align: center;"><u>TABLE DES MATIÈRES</u></p> <p><u>Article premier:</u> Approbation pour ratification</p> <p><u>Article 2:</u> Initiation, examen et adoption de la présente loi</p> <p><u>Article 3:</u> Entrée en vigueur</p>
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<p>ITEGEKO N°004bis/2021 RYO KU WA 04/02/2021 RYEMERA KWEMEZA BURUNDU AMASEZERANO AJYANYE NO GUTWARA ABANTU N'IBINTU MU KIRERE HAGATI YA GUVERINOMA YA REPUBULIKA Y'U RWANDA NA GUVERINOMA YA REPUBULIKA YUNZE UBUMWE YA TANZANIYA YASHYIRIWEHO UMUKONO I AQABA MU BWAMI BWA YORODANIYA, KU WA 4 UKUBOZA 2019</p> <p>Twebwe, KAGAME Paul, Perezida wa Repubulika;</p> <p>INTEKO ISHINGA AMATEGEKO YEMEJE NONE NATWE DUHAMIJE, DUTANGAJE ITEGEKO RITEYE RITYA KANDI DUTEGETSE KO RITANGAZWA MU IGAZETI YA LETA YA REPUBULIKA Y'U RWANDA</p> <p>INTEKO ISHINGA AMATEGEKO:</p> <p>Umutwe w'Abadepite, mu nama yawo yo ku wa 3 Ukuboza 2020;</p>	<p>LAW N°004 bis/2021 OF 04/02/2021 APPROVING RATIFICATION OF THE BILATERAL AIR SERVICES AGREEMENT BETWEEN THE GOVERNMENT OF THE REPUBLIC OF RWANDA AND THE GOVERNMENT OF THE UNITED REPUBLIC OF TANZANIA, SIGNED AT AQABA, THE HASHEMITE KINGDOM OF JORDAN, ON 4 DECEMBER 2019</p> <p>We, KAGAME Paul, President of the Republic;</p> <p>THE PARLIAMENT HAS ADOPTED AND WE SANCTION, PROMULGATE THE FOLLOWING LAW AND ORDER IT BE PUBLISHED IN THE OFFICIAL GAZETTE OF THE REPUBLIC OF RWANDA</p> <p>THE PARLIAMENT:</p> <p>The Chamber of Deputies, in its sitting of 3 December 2020;</p>	<p>LOI N°004 bis/2021 DU 04/02/2021 APPROUVANT LA RATIFICATION DE L'ACCORD BILATÉRAL SUR LES SERVICES AÉRIENS ENTRE LE GOUVERNEMENT DE LA RÉPUBLIQUE DU RWANDA ET LE GOUVERNEMENT DE LA RÉPUBLIQUE UNIE DE TANZANIE, SIGNÉ À AQABA, LE ROYAUME HACHÉMITE DE JORDANIE, LE 4 DÉCEMBRE 2019</p> <p>Nous, KAGAME Paul, Président de la République;</p> <p>LE PARLEMENT A ADOPTÉ ET NOUS SANCTIONNONS, PROMULGUONS LA LOI DONT LA TENEUR SUIT ET ORDONNONS QU'ELLE SOIT PUBLIÉE AU JOURNAL OFFICIEL DE LA RÉPUBLIQUE DU RWANDA</p> <p>LE PARLEMENT:</p> <p>La Chambre des Députés, en sa séance du 3 décembre 2020;</p>
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<p>Ishingiye ku Itegeko Nshinga rya Repubulika y'u Rwanda ryo mu 2003 ryavugururwe mu 2015, cyane cyane mu ngingo zaryo, iya 64, iya 69, iya 70, iya 88, iya 90, iya 91, iya 93, iya 106, iya 120, iya 122, iya 167, iya 168 n'iya 176;</p> <p>Imaze gusuzuma amasezerano ajyanye no gutwara abantu n'ibintu mu kirere hagati ya Guverinoma ya Repubulika y'u Rwanda na Guverinoma ya Repubulika Yunze Ubumwe ya Tanzaniya yashyiriweho umukono i <i>Aqaba</i> mu Bwami bwa Yorodaniya, ku wa 4 Ukuboza 2019;</p> <p>YEMEJE:</p> <p><u>Ingingo ya mbere:</u> Kwemera kwemeza burundu</p> <p>Amasezerano ajyanye no gutwara abantu n'ibintu mu kirere hagati ya Repubulika y'u Rwanda na Repubulika Yunze Ubumwe ya Tanzaniya yashyiriweho umukono i <i>Aqaba</i> mu Bwami bwa Yorodaniya, ku wa 4 Ukuboza 2019, ari ku mugereka, yemerewe kwemezwa burundu.</p>	<p>Pursuant to the Constitution of the Republic of Rwanda of 2003 revised in 2015, especially in Articles 64, 69, 70, 88, 90, 91, 93, 106, 120, 122, 167, 168 and 176;</p> <p>After consideration of the Bilateral Air Services Agreement between Government of the Republic of Rwanda and the Government of the United Republic of Tanzania, signed at Aqaba, the Hashemite Kingdom of Jordan on 4 December 2019;</p> <p>ADOPTS:</p> <p><u>Article One:</u> Approval for ratification</p> <p>The Bilateral Air Services Agreement between Government of the Republic of Rwanda and the Government of the United Republic of Tanzania, signed at Aqaba, the Hashemite Kingdom of Jordan on 4 December 2019, in annex, is approved for ratification.</p>	<p>Vu la Constitution de la République du Rwanda de 2003 révisée en 2015, spécialement en ses articles 64, 69, 70, 88, 90, 91, 93, 106, 120, 122, 167, 168 et 176;</p> <p>Après examen de l'Accord bilatéral sur les services aériens entre le Gouvernement de la République du Rwanda et le Gouvernement de la République Unie de Tanzanie, signé à Aqaba, le Royaume Hachémite de Jordanie le 4 décembre 2019;</p> <p>ADOpte:</p> <p><u>Article premier:</u> Approbation pour ratification</p> <p>L'Accord bilatéral sur les services aériens entre le Gouvernement de la République du Rwanda et le Gouvernement de la République Unie de Tanzanie, signé à Aqaba, le Royaume Hachémite de Jordanie le 4 décembre 2019, en annexe, est approuvé pour ratification.</p>
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<p><u>Ingingo ya 2:</u> Itegurwa, isuzumwa n'itorwa by'iri tegeko</p> <p>Iri tegeko ryateguwe mu rurimi rw'Icyongereza, risuzumwa kandi ritorwa mu rurimi rw'Ikinyarwanda.</p> <p><u>Ingingo ya 3:</u> Igihe iri tegeko ritangira gukurikizwa</p> <p>Iri tegeko ritangira gukurikizwa ku munsu ritangarijweho mu Igazeti ya Leta ya Repubulika y'u Rwanda.</p>	<p><u>Article 2:</u> Drafting, consideration and adoption of this Law</p> <p>This Law was drafted in English, considered and adopted in Ikinyarwanda.</p> <p><u>Article 3:</u> Commencement</p> <p>This Law comes into force on the date of its publication in the Official Gazette of the Republic of Rwanda.</p>	<p><u>Article 2:</u> Initiation, examen et adoption de la présente loi</p> <p>La présente loi a été initiée en anglais, examinée et adoptée en Ikinyarwanda.</p> <p><u>Article 3:</u> Entrée en vigueur</p> <p>La présente loi entre en vigueur le jour de sa publication au Journal Officiel de la République du Rwanda.</p>
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Kigali, 04/02/2021

(sé)

KAGAME Paul

Perezida wa Repubulika
President of the Republic
Président de la République

(sé)

Dr NGIRENTE Edouard

Minisitiri w'Intebe
Prime Minister
Premier Ministre

**Bibonywe kandi bishyizweho ikirango cya Repubulika:
Sean and sealed with the Seal of the Republic:
Vu et scellé du Sceau de la République:**

(sé)

BUSINGYE Johnston

Minisitiri w'Ubutabera akaba n'Intumwa Nkuru ya Leta
Minister of Justice and Attorney General
Ministre de la Justice et Garde des Sceaux

<p>UMUGEREKA W' ITEGEKO N° 004 bis /2021 RYO KU WA 04/02/2021 RYEMERA KWEMEZA BURUNDU AMASEZERANO AJYANYE NO GUTWARA ABANTU N'IBINTU MU KIRERE HAGATI YA GUVERINOMA YA REPUBULIKA Y'U RWANDA NA GUVERINOMA YA REPUBULIKA YUNZE UBUMWE YA TANZANIYA YASHYIRIWEHO UMUKONO I AQABA MU BWAMI BWA YORODANIYA , KU WA 4 UKUBOZA 2019</p>	<p>ANNEX TO LAW N° 004 bis/2021 OF 04/02/2021 APPROVING RATIFICATION OF THE BILATERAL AIR SERVICES AGREEMENT BETWEEN THE GOVERNMENT OF THE REPUBLIC OF RWANDA AND THE GOVERNMENT OF THE UNITED REPUBLIC OF TANZANIA, SIGNED AT AQABA, THE HASHEMITE KINGDOM OF JORDAN, ON 4 DECEMBER 2019</p>	<p>ANNEXE À LOI N° 004 bis/2021 DU 04/02/2021 APPROUVANT LA RATIFICATION DE L'ACCORD BILATÉRAL SUR LES SERVICES AÉRIENS ENTRE LE GOUVERNEMENT DE LA RÉPUBLIQUE DU RWANDA ET LE GOUVERNEMENT DE LA RÉPUBLIQUE UNIE DE TANZANIE, SIGNÉ À AQABA, LE ROYAUME HACHÉMITE DE JORDANIE, LE 4 DÉCEMBRE 2019</p>
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BILATERAL AIR SERVICES AGREEMENT
BETWEEN
THE GOVERNMENT OF THE REPUBLIC OF RWANDA
AND
THE GOVERNMENT OF THE UNITED REPUBLIC OF
TANZANIA



THIS AGREEMENT IS MADE BETWEEN THE GOVERNMENT OF THE REPUBLIC OF RWANDA (HEREIN AFTER REFERRED TO AS A CONTRACTING PARTY ON ONE HAND) AND THE GOVERNMENT OF THE UNITED REPUBLIC OF TANZANIA (HEREINAFTER REFERRED TO AS A CONTRACTING PARTY ON THE OTHER HAND) (HEREINAFTER JOINTLY REFERRED TO AS "THE CONTRACTING PARTIES");

PREAMBLE

The Contracting Parties:

DESIRING to promote an international aviation system based on competition among airlines;

DESIRING to facilitate the expansion of international air services opportunities;

RECOGNISING that efficient and competitive international air services enhance trade, the welfare of consumers, and economic growth;

DESIRING to make it possible for airlines to offer the travelling and shipping public a variety of service options, and wishing to encourage individual airlines to develop and implement innovative and competitive prices;

DESIRING to ensure the highest degree of safety and security in international air services and reaffirming their grave concern about acts or threats against the security of aircraft, which jeopardise the safety of persons or property, adversely affect the operation of air services, and undermine public confidence in the safety of civil aviation;

HAVING IN MIND the existence of the 2nd March 1979 and 1st September 2006 Agreements between the Contracting Parties on air services; and

BEING PARTIES to the Convention on International Civil Aviation, opened for signature at Chicago on 7th December 1944;

HAVE AGREED to amend the existing Bilateral Air Services Agreement as follows:

ARTICLE 1 – DEFINITIONS

1. For the purpose of this Agreement and its Annex, unless otherwise agreed:

a. "the Convention" means the Convention on International Civil Aviation opened for signature at Chicago on the seventh day of December, 1944, and includes any annex adopted under article 90 of that Convention and any amendment of the annexes or Convention under articles 90 and 94 thereof so far as those annexes and amendments are applicable for both Contracting Parties;

b. "aeronautical authorities" means, the Minister for the time being responsible for matters relating to Civil Aviation or any person or body duly authorised to perform any functions at present exercised by the Ministers.

c. "designated airlines" means an airline or airlines which one Contracting Party has designated, in accordance with Article 4 of this Agreement, for the operation of the agreed air services;

d. "agreed services" means air services for the carriage of passengers, cargo and mail, separately or in combination on routes specified in the Annex to this Agreement;

e. "air services", "international air services", "airline" and "stop for non-traffic purposes" shall have the meaning respectively assigned to them in Article 96 of the Convention;

f. "territory" in relation to a State shall have the meaning assigned to it in Article 2 of the Convention;

g. "tariff" means the prices to be paid for the carriage of passengers, baggage and cargo and the conditions under prices apply, including commission charges and other additional remuneration for agency or sale of transportation documents but excluding remuneration and conditions for the carriage of mail.

2. The Annex forms an integral part of the present Agreement. All references to the Agreement shall include the Annex unless explicitly agreed otherwise.

ARTICLE 2 - GRANT OF RIGHTS

1. In order to exercise the rights specified under this Agreement; each Contracting Party grants to the other Contracting Party the rights specified in this Agreement to enable the designated airline (s) of the other Contracting Party to establish and operate international air services on the routes specified in the Annex to this Agreement (hereinafter called "the agreed services").

2. Subject to the provisions of this Agreement, the designated airlines of each Contracting

Party, while operating an agreed service on a specified route, shall enjoy the following rights to:

- a) fly without landing across the territory of the other Contracting Party along the air route(s) prescribed by the aeronautical authorities of the other Contracting Party;
 - b) make stops for non-traffic purposes at point(s) on the specified route in the territory of the other Contracting Party, except for emergency flights, subject to approval of the aeronautical authorities of the other Contracting Party;
 - c) make stops at the point(s) on the specified routes in the territory of the other Contracting Party for the purpose of taking on board and discharging international traffic in passengers, baggage, cargo and mail, originating in or destined for that Contracting Party;
3. Nothing in this Article shall be deemed to confer on the designated airlines of one Contracting Party the privilege of embarking, in the territory of the other Contracting Party, passengers, baggage, cargo and mail carried for remuneration or hire and destined for another point in the territory of that Contracting Party.
 4. If because of armed conflict, political disturbances or developments, or special and unusual circumstances, the designated airlines of one Contracting Party are unable to operate a service on its normal routing, the other Contracting Party shall use its best efforts to facilitate the continued operation of such service through appropriate rearrangements of such routes, including the grant of rights for such time as may be necessary to facilitate viable operations.
 5. The designated airlines shall enjoy fair and equal opportunities to compete in providing the agreed services covered by this Agreement.
 6. Neither Contracting Party shall restrict the right of the designated airlines of the other Contracting Party to carry international traffic based on agreed services between the territories of the Contracting Parties.
 7. Each Contracting Party shall allow the designated airlines to determine the frequency and capacity of the international air services it offers based upon commercial considerations in the marketplace. Consistent with this right, neither Contracting Party shall unilaterally limit the volume of traffic, frequency, number of destinations or regularity of service, or the aircraft type or types operated by the designated airlines of the other Contracting Party, except as may be required for customs, technical, operational, or environmental reasons under uniform conditions consistent with Article 15 of the Convention.

ARTICLE 3 - APPLICATION OF LAWS AND REGULATIONS

1. The laws and regulations of one Contracting Party governing entry into and departure from its territory of aircraft engaged in international air navigation or flights of such aircraft over that territory shall apply to the designated airlines of the other Contracting Party.
2. The laws and regulations of one Contracting Party governing entry into, sojourn in, and departure from its territory of passengers, crew, baggage, cargo or mail, such as those regarding entry, exit, emigration, immigration, as well as customs and sanitary measures shall apply to passengers, crew, baggage, cargo or mail carried by the aircraft of the designated airlines of the other Contracting Party while they are within the said territory.
3. Neither Contracting Party may grant any preference to its own airlines with regard to the designated airlines of the other Contracting Party in the application of the laws and regulations provided for in this Article.

ARTICLE 4 - DESIGNATION AND OPERATING AUTHORISATION

1. Each Contracting Party shall have the right to designate one or more airlines for the purpose of operating the agreed services. Such designation shall be effected by virtue of a written notification between the aeronautical authorities of Contracting Parties, through diplomatic channels.
2. The aeronautical authorities which have received the notification of designation shall, subject to the provisions of paragraphs 3 and 4 of this Article, grant without undue delay to the designated airlines of the other Contracting Party the necessary operating authorisation.
3. The aeronautical authorities of one Contracting Party may require the airlines designated by the other Contracting Party to prove that they are qualified to fulfil the conditions prescribed under the laws and regulations normally applied to the operation of international air services by the said authorities in conformity with the provisions of the Convention.
4. Each Contracting Party shall have the right to refuse to grant the operating authorisation referred to in paragraph 2 of this Article, or to impose such conditions as it may deem necessary on the exercise of the rights specified in Article 2 of the present Agreement, whenever the said Contracting Party is not satisfied that substantial ownership and effective control or the principal place of business and effective regulatory control of that airline is vested in the other Contracting Party.
5. Having received the operating authorisation, provided for under paragraph 2 of this Article, the designated airlines may at any time operate the agreed services.

ARTICLE 5 - REVOCATION AND SUSPENSION OF OPERATING AUTHORISATION

1. Each Contracting Party shall have the right to revoke or suspend an operating authorisation for the exercise of the rights specified in Article 2 of the present Agreement by the designated airlines of the other Contracting Party or to impose such conditions as it may deem necessary on the exercise of such rights, if:
 - a. it is no longer satisfied that substantial ownership and effective control or principal place of business and effective regulatory control of that airline is vested in the other Contracting Party or its nationals, or
 - b. the said airlines fail to comply with or have seriously infringed the laws or regulations of the Contracting Party granting these rights, or
 - c. the said airlines fail to operate the agreed services in accordance with the conditions prescribed under the present Agreement.
2. Such a right shall be exercised only after consultation with the other Contracting Party, unless immediate revocation, suspension or imposition of the conditions provided for under paragraph 1 of this Article is essential for the purposes of safety and to prevent further infringements of laws and regulations and provided that, that contracting party notifies the other Contracting Party within two days of its actions and reasons thereto.

ARTICLE 6 - AVIATION SECURITY

1. The Contracting Parties reaffirm that their obligation to protect, in their mutual relationship, Civil Aviation against acts of unlawful interference, in order to ensure security, shall form an integral part of this agreement.
2. The Contracting Parties shall, on mutual agreement, provide upon request, all necessary assistance to each other to prevent acts of unlawful seizure of civil aircraft and other unlawful acts against the safety of such aircraft, their passengers and crew, airport and air navigation facilities, and any other to the security of civil aviation.
3. The Contracting Parties shall conform to the provisions of the Convention relating to offences and certain other acts committed on board aircraft, signed in TOKYO on 14 September 1963, the Convention for the suppression of unlawful seizure of Aircraft signed in the HAGUE on 16 December 1970, and two Conventions for the suppression of Unlawful Acts against the Safety of Civil Aviation, signed in Montreal respectively on 23 September 1971 and 24

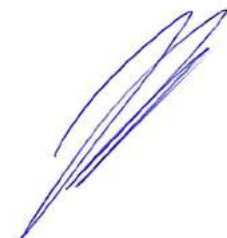
February 1988, as well as with any other convention and protocol relating to the security of civil aviation which both Contracting Parties adhere to.

4. The Contracting Parties, in their mutual agreement, shall conform to the provisions relating to Aviation Security which have been established by the International Civil Aviation Organization and are designated as annexes to the Convention on International Civil Aviation, in so far as these provisions apply to the said Parties; they shall require that operators of aircraft registered with them, or operators whose business headquarters or permanent residence is on their territory, and operators of aircrafts situated on their territory, conform to these provisions relating to Aviation Security.
5. Each Contracting Party shall commit itself to observe the provisions of security established by the other Contracting Party for the entry into its territory, and shall ensure that effective measures are taken within its territory to protect aircraft, to screen passengers and their carry-on items, and to carry out appropriate checks on crew, cargo (including hold baggage) and aircraft stores prior to and during boarding or loading and that those measures are adjusted to meet increases in the threat.
6. Each Contracting Party agree that its airline may be required to observe the aviation security provisions referred to in paragraph (3) required by the other Contracting Party, for entrance into, departure from, or while within, the territory of that other Contracting Party. Each Contracting Party shall also act favourably upon any request from the other Contracting Party for reasonable special security measures to meet a particular threat.
7. When an incident or threat of an incident of unlawful seizure of civil aircraft or other unlawful acts against the safety of such aircraft, their passengers and crew, airports or air navigation facilities occurs, the Contracting Parties shall assist each other by facilitating communications and other appropriate measures intended to terminate such an incident or threat as rapidly as possible, commensurate with adequate safety precautions.
8. If one of the Contracting Parties deviates from the arrangements related to Aviation Security as stated in this article, the aeronautical authority of the other Contracting Party may demand for immediate consultations with the aeronautical authority of the said Party. Save for circumstances falling under Article 5 (2) which need immediate action, failure to come to a satisfactory understanding within a period of thirty (30) days will call for the applications of Article 5 of this Agreement.



ARTICLE 7 - AVIATION SAFETY

1. Each Contracting Party shall recognise as valid, for the purpose of operating the agreed services provided for in the present Agreement, certificates of airworthiness, certificates of competency, and licenses issued or validated by the other Contracting Party and still in force, provided that the requirements for such certificates or licenses at least equal the minimum standards that may be established pursuant to the Convention.
2. Each Contracting Party may, however, refuse to recognise as valid for the purpose of flight above its own territory, certificates of competency and licenses granted to or validated for its own nationals by the other Contracting Party or by third country.
3. Each Contracting Party may request consultations at any time concerning the safety standards maintained by the other Contracting Party in areas relating to aeronautical facilities, flight crew aircraft and the operation of aircraft. Such consultations shall take place within thirty (30) days of the receipt of that request.
4. If, following such consultations, one Contracting Party finds that the other Contracting Party does not effectively maintain and administer safety standards in the areas referred to in paragraph 3 of this Article that meet the Standards established at that time pursuant to the Convention, the other Contracting Party shall be informed of such findings and of the steps considered necessary to conform with the Standards of the International Civil Aviation Organisation. The other Contracting Party shall then take appropriate corrective action within an agreed time period.
5. Pursuant to Article 16 of the Convention, it is further agreed that, any aircraft operated by, or on behalf of an airline of one Contracting Party, on service to or from the territory of another Contracting Party, may, while within the territory of the other Contracting Party be the subject of a search by the authorised representatives of the other Contracting Party, provided this does not cause unreasonable delay in the operation of the aircraft.
6. Without prejudice to the obligations mentioned in Article 33 of the Convention, the purpose of this search is to verify the validity of the relevant documentation, the licensing of its crew, and that the aircraft equipment and the condition of the aircraft conform to the Standards established at that time pursuant to the Convention.
7. When urgent action is essential to ensure the safety of an airline operation, each Contracting party reserves the right to immediately suspend or vary the operating authorisation of an airline or airlines of the other Contracting Party.



8. Any actions by one Contracting Party in accordance with paragraph 4 of this article shall be discontinued once the basis for the taking of that action ceases to exist.

ARTICLE 8 - EXEMPTION FROM CUSTOMS AND OTHER DUTIES

1. Aircraft operated on international air services by the designated airline of either Contracting Party, as well as their regular equipment, supplies of fuel and lubricants, and aircraft stores (including food, beverages and tobacco) on board such aircraft shall be exempted from all customs duties, inspection fees and other similar charges on arriving in the territory of the other Contracting Party, provided that such equipment and supplies remain on board the aircraft up to such time as they are re-exported or are used on the part of the journey performed over that territory.
2. The following shall also be exempt from the same duties, fees and charges, with the exception of charges corresponding to the service performed:
 - a) Aircraft stores taken on board in the territory of a Contracting Party, within limits fixed by the authorities of the said Contracting party, and for use on board outbound aircraft engaged in an international air service of the other Contracting Party;
 - b) Spare parts and regular equipment introduced into the territory of either Contracting Party for the maintenance or repair of aircraft used on international air services by the designated airline of the other Contracting Party;
 - c) fuel and lubricants supplied in the territory of a Contracting Party to outbound aircraft of a designated airline of the other Contracting Party engaged in an international air service, even when these supplies are to be used on the part of the journey performed over the territory of the Contracting Party in which they are taken on board;
 - d) advertising materials, uniform items and airline documentation having no commercial value used by the designated airline of one Contracting Party in the territory of the other Contracting Party.

Materials referred to in sub-paragraphs (a), (b) and (c) of this paragraph may be required to be kept under customs supervision or control.

3. Passengers, baggage and cargo in direct transit across the territory of one Contracting Party and not leaving the area of the airport reserved for such purpose shall be subject to a very simplified control. Baggage and cargo in direct transit only shall be exempt from customs duties and other similar taxes.
4. The regular airborne equipment, as well as the materials and supplies retained on board the aircraft of either Contracting Party, may be unloaded in the territory of the other Contracting Party only with the approval of the customs authorities of that territory. In such a case, they may be placed under the supervision of the said authorities up to such time as they are re-exported or otherwise disposed of in

accordance with customs regulations.

ARTICLE 9 - DIRECT TRANSIT

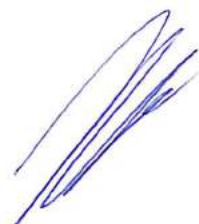
Passengers, baggage and cargo in direct transit across the area of either Contracting Party and not leaving the area of the airport reserved for such purposes shall, unless security measures against violence, air piracy and smuggling of narcotics drugs require differently, be subject to no more than a very simplified control. Baggage and cargo in direct transit shall be exempt from customs duties and other similar taxes.

ARTICLE 10 - USER CHARGES

1. Each Contracting Party shall use its best efforts to ensure that user charges imposed or permitted to be imposed by its competent authorities on the designated airlines of the other Contracting Party are just and reasonable. They shall be based on sound economic principles.
2. Charges for the use of airport and air navigation facilities and services offered by one Contracting Party to the designated airlines of the other Contracting Party shall not be higher than those which have to be paid by its national aircraft operating on scheduled international services.
3. Each Contracting Party shall encourage consultations between the competent charging authorities or bodies in its territory and the designated airlines using the services and facilities, and shall encourage the competent charging authorities or bodies and the designated airlines to exchange such information as may be necessary to permit an accurate review of the reasonableness of the charges in accordance with the principles of paragraphs 1 and 2 of this Article.
4. Each Contracting Party shall encourage the competent charging authorities to provide users with reasonable notice of any proposal for changes in user charges to enable users to express their views before charges are made.

ARTICLE 11 - COMMERCIAL ACTIVITIES

1. The designated airlines of one Contracting Party shall be permitted to maintain adequate representations in the territory of the other Contracting Party. These representations may include commercial, operational and technical staff which may consist of transferred or locally engaged personnel, subject to applicable laws of that Contracting Party.
2. For the commercial activities the principle of reciprocity shall apply. The competent authorities of each Contracting Party will take all necessary steps to ensure that the representations of the airlines designated by the other Contracting Party may exercise their activities in an orderly manner.



3. In particular, each Contracting Party grants to the designated airlines of the other Contracting Party the right to engage in the sale of air transportation in its territory directly and, at the airlines' discretion, through its agents. The airlines shall have the right to sell such transportation, and any person shall be free to purchase such transportation, in the currency of that territory or in freely convertible currencies of other countries.
4. The designated airlines of either Contracting Party may enter into marketing arrangements such as blocked space, code sharing or other commercial arrangements, with airlines of either Contracting Party, or airlines of a third country, provided that such airlines hold the appropriate operational authorisation.

ARTICLE 12 - CONVERSION AND TRANSFER OF REVENUES

The designated airlines shall have the right to convert and remit to their country, at the official rate of exchange, receipts in excess of sums locally disbursed in due proportion to the carriage of passengers, baggage, cargo and mail. If payments between the Contracting Parties are regulated by a special agreement, this special agreement shall apply.

ARTICLE 14 – TARIFFS

1. Each Contracting Party may require notification to or filing with its aeronautical authorities of tariffs for international air services operated pursuant to the present Agreement.
2. Without limiting the application of general competition and consumer law in each Contracting Party, intervention by the Contracting Party shall be limited to:
 - a) prevent unreasonably discriminatory tariffs or practices;
 - b) protect consumers from tariffs that are unreasonably high or unreasonably restrictive due either to the abuse of a dominant position or to concerted practices among air carriers; and
 - c) protect airlines from tariffs that are artificially low because of direct or indirect governmental subsidy or support.
3. Neither Contracting Party shall take unilateral action to prevent the-inauguration or continuation of a tariff proposed to be charged or charged by the designated airlines of either Contracting Party for international air services between the territories of the Contracting Parties. If either Contracting Party believes that any such tariff is

inconsistent with the consideration set forth in this Article, it shall request consultations and notify the other Contracting Party of the reasons for its dissatisfaction within fourteen (14) days from receiving the filing. These consultations shall be held not later than fourteen (14) days after receipt of the request. Without mutual agreement, the tariff shall not go into effect or continue in effect.

ARTICLE 15 - TIME-TABLE SUBMISSION

1. Each Contracting Party shall cause its Designated airline to submit the envisaged time-tables to the aeronautical authorities of the other Contracting Party for approval not less than thirty (15) days prior to the operation of the agreed services. The same procedure shall apply to any modification thereof.
2. For supplementary flights which the designated airlines of one Contracting Party wishes to operate on the agreed services outside the approved time-table it has to request prior permission from the aeronautical authorities of the other Contracting Party. Such request shall usually be submitted at least two (2) working-days before operating such flights.

ARTICLE 16 - EXCHANGE OF INFORMATION

1. The aeronautical authorities of both Contracting Parties shall exchange information, as promptly as possible, concerning the current authorizations extended to their respective Designated Airlines to render service to, through, and from the Territory of the other Contracting Party. This will include copies of current certificates and authorizations for services on the routes specified under this Agreement together with amendments or exemption orders.
2. The aeronautical authorities of Contracting Parties shall supply each other, on request, with periodic statistics or other similar information relating to the traffic carried on the agreed services.

ARTICLE 17 – INTERMODAL SERVICES

Each designated airline may use surface modes of transport without restriction in conjunction with the international passenger and cargo air services subject to compliance with relevant laws and procedures of the other Contracting Party.

ARTICLE 18 – CONSULTATIONS

1. Either Contracting Party may at any time request consultations on the implementation, interpretation, application or amendment of the Agreement. Such consultations, which may be between the aeronautical authorities, shall begin at the earliest possible date but not later than sixty (60) days from the date of request,

unless otherwise agreed by the Contracting Parties. The request shall contain necessary information with regard to the matter at issue to enable the other contracting Party to prepare and respond accordingly during the discussion.

2. Each Contracting Party shall prepare and present during such consultations relevant evidence in support of its position in order to facilitate informed, rational and economic decisions.

ARTICLE 19 - SETTLEMENT OF DISPUTES

1. If any dispute arises between the Contracting Parties relating to the interpretation of application of this Agreement, the Aeronautical Authorities of the two Contracting Parties shall in the first place endeavour to settle the dispute by negotiation.
2. If the aeronautical authorities of the two Contracting Parties fail to reach a settlement of the said dispute, it shall be settled through diplomatic channels.
3. The Contracting Parties shall comply with any decision delivered in application of this Article.

ARTICLE 20 - MODIFICATIONS

1. If either of the Contracting Parties considers it desirable to modify any provision of the Agreement, such modification, if agreed between the Contracting Parties, shall enter into force when the Contracting Parties shall have notified to each other the fulfillment of their legal procedures. A Contracting Party may allow provisional application in its territory of the modifications pending entry into force
2. Modifications to the Annex of the Agreement may be agreed directly between the aeronautical authorities of the Contracting Parties. They shall be applied and enter into force when confirmed by an exchange of diplomatic notes.
3. In the event of the conclusion of any general multilateral convention concerning air transport by which both Contracting Parties become bound, the present agreement shall be modified so as to conform to the provisions of such convention.

ARTICLE 21 - TERMINATION

1. Each Contracting Party may at any time give notice in writing to the other Contracting Party of its decision to terminate the present Agreement. Such notice shall simultaneously be communicated to the International Civil Aviation



Organisation.

2. The Agreement shall terminate at the end of a time-table period during which twelve (12) months after the date of receipt of the notice will have elapsed, unless the notice is withdrawn by mutual agreement before the expiry of this period.
3. In default of acknowledgement of receipt by the other Contracting Party, the notice shall be deemed to have been received fourteen (14) days after the date on which the International Civil Aviation Organisation will have received communication thereof.


ARTICLE 22 – REGISTRATION

The Agreement and all amendments thereto shall be registered with the International Civil Aviation Organisation.

ARTICLE 23 - ENTRY INTO FORCE

1. This Agreement may be provisionally made effective from the date of signature and shall enter into force on the day the last written notification is received by diplomatic note confirming that the Contracting Parties have fulfilled all respective internal procedures required for the entry into force of this Agreement.
2. Upon entry into force, this Agreement shall replace all other previous Agreements and Understanding including the 2nd March 1979 and 1st September 2006 Agreements in respect to the BASA.

IN WITNESS WHEREOF the undersigned being duly authorized thereto by their respective Governments, have signed this Agreement in the English Language.
Signed at Aqaba, the Hashemite Kingdom of Jordan on this 4th day of December of the year 2019.



.....
Amb. Williams Nkurunziza
Ambassador of Rwanda to Turkey

**FOR THE GOVERNMENT OF THE
REPUBLIC OF RWANDA**



.....
Hamza Saidi Johari
Director General
Tanzania Civil Aviation Authority

**FOR THE GOVERNMENT OF
THE UNITED REPUBLIC OF
TANZANIA**

ANNEX

ROUTE SCHEDULE

Section 1:

Routes to be operated by the designated airline(s) of Rwanda

FROM RWANDA	INTERMEDIATE POINTS	TO TANZANIA	BEYOND POINTS
Any Points	Any Points	1. Dar es Salaam 2. Kilimanjaro 3. Zanzibar	Any Points

Section 2:

Routes to be operated by the designated airline(s) of United Republic of Tanzania

FROM TANZANIA	INTERMEDIATE POINTS	TO RWANDA	BEYOND POINTS
Any Points	Any Points	1. Kigali 2. Any other points	Any Points

Note: Any point on the above routes may, at the option of the airline concerned, be omitted on any or all flights provided that any service either begins or terminates in the territory of the country designating the airline.

Section I : Frequency and Capacity

The Designated airlines of the Contracting Parties shall be allowed to operate the agreed services with unlimited frequencies and aircraft capacity.

Section II: Traffic Right

1. Air service operations shall be conducted within third and fourth freedom traffic rights. The exercise of fifth freedom traffic rights by the designated airline(s) of both Contracting Parties on the intermediate and beyond points shall be considered by aeronautical authorities of the Contracting Parties on a case-by-case basis upon request.
2. Fifth freedom on cargo shall be allowed without restrictions.

<p>Bibonywe kugira ngo bishyirwe ku mugereka w'Itegeko n° 004 bis/2021 ryo ku wa 04/02/2021 ryemera kwemeza burundu Amasezerano ajyanye no gutwara Abantu n'Ibintu mu kirere hagati ya Guverinoma ya Repubulika y'u Rwanda na Guverinoma ya Repubulika Yunze Ubumwe ya Tanzaniya yashyiriweho umukono i <i>Aqaba</i> mu Bwami bwa Yorodaniya , ku wa 4 Ukuboza 2019</p>	<p>Seen to be annexed to Law n° 004 bis/2021 of 04/02/2021 approving ratification of the bilateral Air Services Agreement between the Government of the Republic of Rwanda and the Government of the United Republic of Tanzania , signed at Aqaba , the Hashemite Kingdom of Jordan , on 4 December 2019</p>	<p>Vu pour être annexé à Loi n° 004 bis/2021 du 04/02/2021 approuvant la ratification de l'Accord bilatéral sur les Services Aériens entre le Gouvernement de la République du Rwanda et le Gouvernement de la République Unie de Tanzanie , signé à Aqaba, le Royaume Hachémite de Jordanie, le 4 Décembre 2019</p>
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Kigali, 04/02/2021

(sé)

KAGAME Paul
Perezida wa Repubulika
President of the Republic
Président de la République

(sé)

Dr NGIRENTE Edouard
Minisitiri w'Intebe
Prime Minister
Premier Ministre

Bibonywe kandi bishyizweho ikirango cya Repubulika:
Sean and sealed with the Seal of the Republic:
Vu et scellé du Sceau de la République:

(sé)

BUSINGYE Johnston
Minisitiri w'Ubutabera akaba n'Intumwa Nkuru ya Leta
Minister of Justice and Attorney General
Ministre de la Justice et Garde des Sceaux

<p>ITEGEKO N° 005 bis/2021 RYO KU WA 05/02/2021 RYEMERA KWEMEZA BURUNDU AMATEGEKO ASHYIRAHOKOMISIYO YA AFURIKA ISHINZWE IBYEREKEYE INDEGE ZA GISIVIRI, YAKOREWE I DAKAR MURI SENEGAL, KU WA 16 UKUBOZA 2009</p> <p style="text-align: center;"><u>ISHAKIRO</u></p> <p><u>Ingingo ya mbere:</u> Kwemera kwemeza burundu</p> <p><u>Ingingo ya 2:</u> Itegurwa, isuzumwa n'itorwa by'iri tegeko</p> <p><u>Ingingo ya 3:</u> Igihe iri tegeko ritangira gukurikizwa</p>	<p>LAW N° 005 bis/2021 OF 05/02/2021 APPROVING RATIFICATION OF THE CONSTITUTION OF THE AFRICAN CIVIL AVIATION COMMISSION , SIGNED AT DAKAR, SENEGAL ON 16 DECEMBER 2009</p> <p style="text-align: center;"><u>TABLE OF CONTENTS</u></p> <p><u>Article One:</u> Approval for ratification</p> <p><u>Article 2:</u> Drafting, consideration and adoption of this Law</p> <p><u>Article 3:</u> Commencement</p>	<p>LOI N° 005 bis /2021 DU 05 /02 /2021 APPROUVANT LA RATIFICATION DE LA CONSTITUTION DE LA COMMISSION AFRICAINE DE L' AVIATION CIVILE, SIGNÉE À DAKAR, SÉNÉGAL LE 16 DÉCEMBRE 2009</p> <p style="text-align: center;"><u>TABLE DES MATIÈRES</u></p> <p><u>Article premier:</u> Approbation pour ratification</p> <p><u>Article 2:</u> Initiation, examen et adoption de la présente loi</p> <p><u>Article 3:</u> Entrée en vigueur</p>
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<p>ITEGEKO N° 005 bis/2021 RYO KU WA 05/02/2021 RYEMERA KWEMEZA BURUNDU AMATEGEKO ASHYIRAHOKOMISIYO YA AFURIKA ISHINZWE IBYEREKEYE INDEGE ZA GISIVIRI, YAKOREWE I DAKAR MURI SENEGAL, KU WA 16 UKUBOZA 2009</p> <p>Twebwe, KAGAME Paul, Perezida wa Repubulika;</p> <p>INTEKO ISHINGA AMATEGEKO YEMEJE, NONE NATWE DUHAMIJE, DUTANGAJE ITEGEKO RITEYE RITYA KANDI DUTEGETSE KO RITANGAZWA MU IGAZETI YA LETA YA REPUBULIKA Y’U RWANDA</p> <p>INTEKO ISHINGA AMATEGEKO:</p> <p>Umutwe w’Abadepite, mu nama yawo yo ku wa 04 Ukuboza 2020;</p> <p>Ishingiye ku Itegeko Nshinga rya Repubulika y’u Rwanda ryo mu 2003 ryavugururwe mu 2015, cyane cyane mu ngingo zaryo, iya 64, iya 69, iya 70, iya 88, iya 90, iya 91, iya 93, iya 106, iya 120, iya 122, iya 167, iya 168 n’iya 176;</p>	<p>LAW N° 005 bis/2021 OF 05/02/2021 APPROVING RATIFICATION OF THE CONSTITUTION OF THE AFRICAN CIVIL AVIATION COMMISSION , SIGNED AT DAKAR, SENEGAL ON 16 DECEMBER 2009</p> <p>We, KAGAME Paul, President of the Republic;</p> <p>THE PARLIAMENT HAS ADOPTED AND WE SANCTION, PROMULGATE THE FOLLOWING LAW AND ORDER IT BE PUBLISHED IN THE OFFICIAL GAZETTE OF THE REPUBLIC OF RWANDA</p> <p>THE PARLIAMENT:</p> <p>The Chamber of Deputies, in its sitting of 04 December 2020;</p> <p>Pursuant to the Constitution of the Republic of Rwanda of 2003 revised in 2015, especially in Articles 64, 69, 70, 88, 90, 91, 93, 106, 120, 122, 167, 168 and 176;</p>	<p>LOI N° 005 bis /2021 DU 05 /02 /2021 APPROUVANT LA RATIFICATION DE LA CONSTITUTION DE LA COMMISSION AFRICAINE DE L’ AVIATION CIVILE ,SIGNÉE À DAKAR, SÉNÉGAL LE 16 DÉCEMBRE 2009</p> <p>Nous, KAGAME Paul, Président de la République;</p> <p>LE PARLEMENT A ADOPTÉ ET NOUS SANCTIONNONS, PROMULGUONS LA LOI DONT LA TENUEUR SUIT ET ORDONNONS QU’ELLE SOIT PUBLIÉE AU JOURNAL OFFICIEL DE LA RÉPUBLIQUE DU RWANDA</p> <p>LE PARLEMENT:</p> <p>La Chambre des Députés, en sa séance du 04 décembre 2020;</p> <p>Vu la Constitution de la République du Rwanda de 2003 révisée en 2015, spécialement en ses articles 64, 69, 70, 88, 90, 91, 93, 106, 120, 122, 167, 168 et 176;</p>
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<p>Imaze gusuzuma Amategeko ashiraho Komisiyo ya Afurika Ishinzwe ibyerekeye Indege za Gisiviri, yakorewe i Dakar muri Senegal, ku wa 16 Ukuboza 2009;</p> <p>YEMEJE:</p> <p><u>Ingingo ya mbere:</u> Kwemera kwemeza burundu</p> <p>Amategeko ashiraho Komisiyo ya Afurika Ishinzwe ibyerekeye Indege za Gisiviri, yakorewe i Dakar muri Senegal, ku wa 16 Ukuboza 2009, ari ku mugereka, yemerewe kwemezwa burundu.</p> <p><u>Ingingo ya 2:</u> Itegurwa, isuzumwa n'itorwa by'iri tegeko</p> <p>Iri tegeko ryateguwe mu rurimi rw'Icyongereza, risuzumwa kandi ritorwa mu rurimi rw'Ikinyarwanda.</p> <p><u>Ingingo ya 3:</u> Igihe iri tegeko ritangira gukurikizwa</p> <p>Iri tegeko ritangira gukurikizwa ku munsu ritangarijweho mu Igazeti ya Leta ya Repubulika y'u Rwanda.</p>	<p>After consideration of the Constitution of the African Civil Aviation Commission, signed at Dakar, Senegal on 16 December 2009;</p> <p>ADOPTS:</p> <p><u>Article One:</u> Approval for ratification</p> <p>The Constitution of the African Civil Aviation Commission, signed at Dakar, Senegal on 16 December 2009, in annex, is approved for ratification.</p> <p><u>Article 2:</u> Drafting, consideration and adoption of this Law</p> <p>This Law was drafted in English, considered and adopted in Ikinyarwanda.</p> <p><u>Article 3:</u> Commencement</p> <p>This Law comes into force on the date of its publication in the Official Gazette of the Republic of Rwanda.</p>	<p>Après examen de la Constitution de la Commission africaine de l'aviation civile, signée à Dakar, Sénégal le 16 décembre 2009;</p> <p>ADOPTÉ:</p> <p><u>Article premier:</u> Approbation pour ratification</p> <p>La Constitution de la Commission africaine de l'aviation civile, signée à Dakar, Sénégal le 16 décembre 2009, en annexe, est approuvée pour ratification.</p> <p><u>Article 2:</u> Initiation, examen et adoption de la présente loi</p> <p>La présente loi a été initiée en anglais, examinée et adoptée en Ikinyarwanda.</p> <p><u>Article 3:</u> Entrée en vigueur</p> <p>La présente loi entre en vigueur le jour de sa publication au Journal Officiel de la République du Rwanda.</p>
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Kigali, 05/02/2021

(sé)

KAGAME Paul
Perezida wa Repubulika
President of the Republic
Président de la République

(sé)

Dr NGIRENTE Edouard
Minisitiri w'Intebe
Prime Minister
Premier Ministre

Bibonywe kandi bishyizweho ikirango cya Repubulika:
Sean and sealed with the Seal of the Republic:
Vu et scellé du Sceau de la République:

(sé)

BUSINGYE Johnston
Minisitiri w'Ubutabera akaba n'Intumwa Nkuru ya Leta
Minister of Justice and Attorney General
Ministre de la Justice et Garde des Sceaux

<p>UMUGEREKA W'ITEGEKO N° 005 bis/2021 RYO KU WA 05/02/2021 RYEMERA KWEMEZA BURUNDU AMATEGEKO ASHYIRAHOKOMISIYO YA AFURIKA ISHINZWE IBYEREKEYE INDEGE ZA GISIVIRI, YAKOREWE I DAKAR MURI SENEGAL, KU WA 16 UKUBOZA 2009</p>	<p>ANNEX TO LAW N° 005 bis/2021 OF 05/02/2021 APPROVING RATIFICATION OF THE CONSTITUTION OF THE AFRICAN CIVIL AVIATION COMMISSION, SIGNED AT DAKAR, SENEGAL ON 16 DECEMBER 2009</p>	<p>ANNEXE À LOI N° 005 bis/2021 DU 05/02/2021 APPROUVANT LA RATIFICATION DE LA CONSTITUTION DE LA COMMISSION AFRICAINE DE L'AVIATION CIVILE, SIGNÉE À DAKAR, SÉNÉGAL LE 16 DÉCEMBRE 2009</p>
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CONSTITUTION OF THE AFRICAN CIVIL AVIATION COMMISSION

CONSTITUTION OF THE AFRICAN CIVIL AVIATION COMMISSION

WHEREAS civil aviation plays an important role in achieving the objectives of the African Union (AU) as enshrined in the Constitutive Act of the African Union adopted by the Heads of State and Government on 11 July 2000 in Lome, Togo;

WHEREAS the development of safe and orderly air transport services into, within and from Africa is to be established on the basis of equality of opportunity and operated soundly and economically as envisaged in the Convention on International Civil Aviation opened for signature at Chicago on 7 December 1944;

WHEREAS the African Civil Aviation Commission (AFCAC) was conceived by the Constitutive Conference convened by the International Civil Aviation Organization (ICAO) and the Organization of African Unity (OAU) in Addis Ababa, Ethiopia in 1969 and became an OAU/AU Specialized Agency on 11 May 1978;

WHEREAS the Abuja Treaty of 3 June 1991 adopted by the Assembly of Heads of State and Government of the Member States of the OAU established the African Economic Community with the aim of *inter alia* deriving mutual benefit, coordination and integration of policies for the social and economic development of Africa more particularly in civil aviation;

CONSIDERING the Decision taken in Yamoussoukro, Cote D'Ivoire on 14 November 1999, relating to the implementation of the Yamoussoukro Declaration for the liberalization of access to air transport markets in Africa which was subsequently endorsed by the Assembly of Heads of State and Government of the OAU vide Decision AHG/OAU/AEC/Dec.1 (IV), adopted in Lome, Togo, on 12 July 2000;

RECALLING the Ministerial Decision of the third African Union Conference of Ministers responsible for Air Transport adopted in Addis Ababa, Ethiopia on 11 May, 2007 and subsequently endorsed by the Assembly of Heads of State and Government in Accra, Ghana on 29 June 2007 entrusting AFCAC with the responsibility of being the Executing Agency for the Yamoussoukro Decision;

CONVINCED of the need for a common civil aviation policy capable of promoting the development of African airlines and enhancing African participation in international air transport;

RECOGNIZING that AFCAC should assist African States in supplementing the work of ICAO;

THEREFORE, We the African States **HAVE AGREED** to the following provisions:

SECTION I - GENERAL PROVISIONS

Article 1 *Definitions*

For the purpose of this Constitution the terms and expressions below shall have the following meaning :

'Abuja Treaty' means the Treaty Establishing the African Economic Community adopted at Abuja, Nigeria on 3 June, 1991 and which entered into force on 12 May 1994;

‘AFCAC’ means the African Civil Aviation Commission as established in 1969 and referred to in Article 2 of this Constitution;

‘AFCAC Region’ shall refer to a geographical region of Africa, as defined by the African Union;

‘African State’ means an African State, member of the African Union or the United Nations;

‘Assembly’ means the Assembly of Heads of State and Government of the African Union;

‘AU’ means the African Union as established by the Constitutive Act of the Union;

‘Bureau’ means the AFCAC Bureau as described in Article 12 of this Constitution;

‘Chairperson’ means the Chairperson of the African Union Commission;

‘Constitution’ means this AFCAC Constitution as adopted by the Meeting of Plenipotentiaries held in Dakar, Senegal on the 16th of December 2009;

‘Executing Agency’ means the Body referred to in Article 9.4 of the Yamoussoukro Decision;

‘Executive Council’ means the Executive Council of Ministers of the African Union;

‘ICAO’ means the International Civil Aviation Organization created pursuant to the Chicago Convention, 1944 and which is the international body responsible for the regulation of civil aviation worldwide;

‘Member State’ means an African State which has signed or ratified/acceded to the AFCAC Constitution;

‘Monitoring Body’ means the Monitoring Body established by Article 9.2 of the Yamoussoukro Decision;

‘NEPAD’ means the AU New Partnership for African Development Programme;

‘Plenary’ means the Assembly of designated representatives of Member States of AFCAC whose functions are described in Article 10 of this Constitution;

‘RECS’ means the Regional Economic Communities as recognized by the AU;

‘Secretariat’ means the organ referred to in Article 14 of this Constitution;

‘Secretary General’ means the Secretary General of AFCAC as provided for under Article 14 of this Constitution;

‘Sub-Committee on air transport established under Article 9.1 of the Yamoussoukro Decision’ means the sub-sectoral Committee on air transport, the Body referred to in Article 3 of the Rules of Procedure of the Conference of Ministers of Transport, adopted by the Thirteenth Session of the Executive Council held in Sharm El Sheikh, Egypt, from 24 to 28 June 2008;

‘Yamoussoukro Decision’ means the Decision relating to the Implementation of the Yamoussoukro Declaration concerning the liberalization of access to air Transport markets in Africa done at Yamoussoukro on 14 November 1999.

Article 2 **Establishment of AFCAC**

There shall continue to be the African Civil Aviation Commission (AFCAC) as established by the 1969 AFCAC Constitution. AFCAC is the Specialized Agency of the African Union responsible for Civil Aviation matters in Africa.

Article 3 **Objectives**

AFCAC’s objectives shall be *inter alia*:

- a) Coordinate civil aviation matters in Africa and to cooperate with ICAO and all other relevant organizations and other bodies which are involved in the promotion and development of civil aviation in Africa.
- b) Facilitating, coordinating and ensuring the successful implementation of the Yamoussoukro Decision by supervising and managing Africa’s liberalized air transport industry.
- c) Formulating and enforcing appropriate rules and regulations that give fair and equal opportunity to all stakeholders and promote fair competition.
- d) Promoting understanding on policy matters between its Member States and States in other parts of the world.
- e) Fostering *inter alia* the implementation of ICAO Standards and Recommended Practices for the safety, security, environmental protection and regularity of the aviation sector.
- f) Ensuring adherence to and implementation of Decisions of the Executive Council and Assembly.

Article 4 **Functions**

AFCAC shall carry out the following functions:

- a) undertake studies on technical regulatory and economic developments in air transport, with particular focus on their implications for Africa;
- b) encourage and support Member States to comply with ICAO Standards and Recommended Practices, as well as the regional air navigation plans;
- c) foster and coordinate programmes for the development of training facilities in Africa and to encourage and support the training and development of personnel in all fields of civil aviation;
- d) encourage and support the creation of autonomous civil aviation entities;

- e) develop collective arrangements to secure the necessary resources for the promotion of international civil aviation, particularly those provided within the framework of bilateral and multilateral programmes for technical cooperation to Member States;
- f) ensure advocacy and defence of common positions of member States at international fora relating to civil aviation;
- g) ensure seamless and close co-operation with the various RECs as well as those of other African Organisations concerned with civil aviation matters;
- h) advise Member States on all civil aviation matters;
- i) examine specific problems which may hinder the development and operation of the African civil aviation industry and, where possible, take corrective and/or preventive actions in coordinating with Member States as required;
- j) act pursuant to provisions of the Article 9 of the Yamoussoukro Decision to discharge its duties of Executing Agency of Air Transport in Africa;
- k) develop and harmonize common rules and regulations for the safety, security, environmental protection, fair competition, dispute settlement and consumer protection, amongst others;
- l) increase and coordinate synergies in the fields of search and rescue, salvage and accident investigation;
- m) coordinate the development and implementation of plans in the field of aviation infrastructure;
- n) coordinate the election of African States into the ICAO Council and of African experts into the Air Navigation Commission after receiving the approval of AU;
- o) support and facilitate the appointment of Africans into ICAO, its organs and other international civil aviation bodies; and
- p) perform such other functions as may be conferred upon it by the Executive Council or the Assembly of the African Union to fulfil its objectives.

Article 5 ***Membership***

Membership shall be open to all African States. Each Member State shall enjoy equal rights in terms of participation and representation at AFCAC meetings.

Article 6 ***Legal Capacity***

AFCAC shall enjoy, in the territory of each Member State, legal capacity accorded to legal persons under the national laws of the Member States as may be necessary for the fulfilment of its objectives and the exercise of its functions.

Article 7
Privileges and Immunities

AFCAC, its Representatives and Staff shall enjoy in the territory of each Member State, the privileges and immunities stipulated in the 1964 General Convention on the Privileges and Immunities of the OAU/AU.

Article 8
Headquarters

1. The Headquarters of AFCAC is established in Dakar, Senegal. The Headquarters may be transferred to another Member State by a decision of the Plenary, which shall be on the recommendation of the Bureau in accordance with the 'AU Criteria for hosting AU Organs'.

2. The Headquarters shall be governed by a Host Agreement negotiated between the Secretariat and the Host Country and approved by the Plenary, which shall be reviewed periodically to ensure strict compliance and facilitate the smooth functioning of AFCAC.

SECTION II - AFCAC STRUCTURES

Article 9
Organs of AFCAC

The Organs of AFCAC shall be:

- a) The Plenary;
- b) The Bureau; and
- c) The Secretariat.

Article 10
The Plenary

1. The Plenary shall be the supreme organ of AFCAC.
2. The Plenary shall be composed of duly accredited representatives of Member States responsible for Civil Aviation.
3. The Plenary shall meet in:
 - a) Ordinary session: once every three (3) years; and
 - b) Extraordinary session: at the initiative of the Bureau or at the request addressed to the Bureau by a Member State and upon the approval of two-thirds of all Member States.
4. The quorum for the Plenary shall be two-thirds majority of Member States.
5. Without prejudice to the provisions of Article 21, decisions of the Plenary shall be adopted by consensus failing which by two-thirds majority of Member States present and having the right to vote.
6. The Plenary shall take place at the Headquarters unless a Member State invites the Plenary to hold a session in its territory.

Article 11
Functions of the Plenary

The functions of the Plenary shall be to:

- a) issue policy guidelines through resolutions and recommendations;
- b) elect the President and Vice-Presidents to serve as members of the Bureau;
- c) approve the Organizational Structure of AFCAC and appoint the Secretary General upon the recommendation of the Bureau;
- d) approve the work programme, business plan, budget, rules and regulations of AFCAC;
- e) establish committees and working groups, as necessary, to undertake special assignments or tasks on civil aviation in Africa, with such functions as may be specified, and appoint their members;
- f) approve such other activities, rules and procedures as deemed appropriate, to meet the objectives of AFCAC;
- g) appoint External Auditors of AFCAC;
- h) consider and take appropriate action on the External Auditors report;
- i) ensure the effective implementation of the Yamoussoukro Decision, principally the liberalization of air transport services;
- j) adopt the financial rules and regulations, accounting and auditing rules and regulations for AFCAC;
- k) submit its tri-annual report on the state of implementation of the Yamoussoukro Decision to the Assembly of Heads of State and Government through the Executive Council;
- l) adopt its rules of procedure, including the establishment of committees as deemed appropriate as well as the Rules of Procedures of the Bureau; and
- m) undertake such other functions as may be requested or conferred upon it by the relevant Organs of the AU, the Monitoring Body and the Sub-Committee of Air Transport.

Article 12
The Bureau

1. The Bureau shall be composed of the President and five (5) Vice-Presidents elected by the Plenary in accordance with the AU geographical representation formula.
2. The Coordinator of the African Group at ICAO Council shall attend meetings of the Bureau in an ex-officio capacity.
3. The Presidency of AFCAC shall be on rotational basis, each region serving one (1) term of three (3) years.

4. The Vice-Presidents shall each represent one AU region.
5. Each Vice-President shall serve a term of three (3) years at a time and may be re-elected only once.
6. Members of the Bureau shall possess relevant professional experience in the field of civil aviation and participate actively in carrying out AFCAC activities.
7. Members of the Bureau shall, attend all meetings of the Bureau and perform their responsibilities as assigned by the Bureau, in the interests of AFCAC.
8. Decisions of the Bureau shall be taken in accordance with its Rules of Procedure.
9. The quorum required for the Bureau meetings shall be fixed by the Rules of Procedures of the Bureau.
10. Any Member State may participate, without a vote, in the consideration by the Bureau of any question which especially affects its interests. No member of the Bureau shall vote in the consideration by the Bureau of a dispute to which that Member State is a party.
11. The Bureau may determine its own internal organization, arrangements and procedures, including the establishment of committees as may be deemed appropriate.

Article 13

Functions of the Bureau

The functions of the Bureau shall be to:

- a) convene the ordinary and extraordinary plenary sessions, subject to the relevant provisions of Article 10, and determine the provisional agenda;
- b) ensure the implementation of the AFCAC work programmes and other resolutions of the AFCAC Plenary;
- c) supervise and coordinate the activities of the Secretariat and any committee or working group;
- d) prepare its own rules of procedures and submit them to the Plenary for approval;
- e) implement the resolutions, directives and decisions of the Plenary and discharge the duties and obligations which are conferred upon it in the Constitution;
- f) select and recommend from a short-list to the Plenary, candidates for the position of Secretary General;
- g) supervise the administrative and financial management of the Secretariat;
- h) submit periodic reports on its activities to the Plenary; and
- i) carry out any other functions that may be assigned to it by the Plenary.

Article 14
The Secretariat

1. The Secretariat shall be headed by a Secretary-General assisted by the necessary and competent Staff for the smooth functioning of AFCAC.
2. The Secretary General shall be appointed by the Plenary upon the recommendation of the Bureau.
3. In the appointment of the Secretary General and other Staff, consideration shall be made to ensure competence, qualification, experience, high integrity and geographical distribution of posts.
4. The Secretary General shall serve in office for a term of three (3) years renewable once only for a further term of three (3) years.
5. The Secretary-General shall;
 - a) follow up and ensure the implementation of the resolutions, directives and decisions of the Plenary, Bureau and Monitoring Body, in accordance with the rules and regulations of AFCAC;
 - b) represent AFCAC and defend its interests under the guidance and approval of the Plenary and the Bureau;
 - c) promote the development of the programmes, projects and initiatives of AFCAC;
 - d) prepare and submit proposals concerning the work programmes, business plans, strategic objectives, projects, activities and budgets of AFCAC and ensure their implementation;
 - e) oversee the administrative and financial management of AFCAC by appropriately managing the budgetary and financial resources including collecting the approved revenue from various sources;
 - f) prepare financial reports including reports for the past triennial and a budget for the forthcoming triennial to be submitted by the Bureau to the Plenary for approval in accordance with AFCAC rules and regulations;
 - g) submit reports on the activities of AFCAC to the Plenary, Bureau and Monitoring Body;
 - h) appoint staff and terminate contracts of appointment in accordance with AFCAC Staff Rules and Regulations;
 - i) prepare and service meetings of the Plenary, Bureau and Committees of AFCAC;
 - j) organize meetings and undertake studies as necessary and maintain relevant records in relation thereto;
 - k) submit to the Bureau and the Monitoring Body annual reports on the operations of AFCAC;
 - l) keep in custody the seal, documents, files and other data relating or relevant to the work of AFCAC; and
 - m) make recommendations to improve AFCAC's operational efficiency.

Article 15

Reports to the Sub-Committee on Air Transport

The Sub-Committee on Air Transport is the Conference of Ministers responsible for air transport matters in Africa, whose mandate shall be to, *inter alia*, consider and adopt recommendations submitted by AFCAC on all activities concerning the functions of the Executing Agency entrusted to it and other matters requiring political Decisions in accordance with the African Union procedures.

SECTION III - INTERNATIONAL RELATIONS

Article 16

Cooperation with other Organizations

AFCAC shall work in close cooperation with the different AU Organs, RECs, ICAO, United Nations Economic Commission for Africa (UN-ECA) as well as with other governmental and non-governmental international organizations, civil aviation service providers on civil aviation matters of mutual interest.

SECTION IV - FINANCIAL MATTERS

Article 17

Financial Resources

- a) The regular budget of AFCAC shall be funded by contributions made by Member States in accordance with the scale of assessment determined by the Plenary;
- b) Supplemental budgets of AFCAC shall be made available, where necessary to meet the extra and/ or special budgetary expenditure of AFCAC. The Plenary shall determine the contributions of Member States to the Special budgets of AFCAC; and
- c) In addition AFCAC may receive Grants, Donations and proceeds for its activities as approved by the Bureau.

Article 18

Sanctions

- 1. Any Member State that fails to honour its financial obligations to the Commission for a period of two (2) years or more shall, as long as it is in such arrears, forfeit the right to vote in the Plenary or to present candidates for any elective or other post within AFCAC.
- 2. Any Member State that remains in sanctions for a period of three (3) years or more shall, in addition to the sanctions referred to in the preceding paragraph, have its nationals deprived of the rights, privileges, benefits and advantages usually accorded to Member States.
- 3. Any violation of any provision of this constitution by a Member State shall result in sanctions as maybe determined by the Plenary.

SECTION V - TRANSITIONAL AND FINAL PROVISIONS

Article 19

Signature, Ratification, Accession and Entry into Force

1. This Constitution shall be open to signature, ratification, acceptance and accession by African States in accordance with their respective Constitutional procedure.
2. The instrument of ratification shall be deposited with the Chairperson of the African Union Commission.
3. Any African State acceding to this Constitution after its entry into force shall deposit the instrument of accession with the Chairperson of the Commission.
4. This Constitution shall provisionally enter into force upon signature by fifteen African States and shall definitively enter into force upon ratification by fifteen (15) African States.
5. The Depositary shall give notice to AFCAC and any Member State, of the date on which this Constitution enters into force provisionally and definitively.

Article 20

Transitional Arrangements

Without prejudice to Article 26, a Member State under the 1969 AFCAC Constitution shall continue to maintain its membership of AFCAC until such a time that this Constitution comes into force definitively.

Article 21

Denunciation

Any denunciation of this Constitution shall be made through appropriate notification to the Chairperson of the AU Commission who, within thirty (30) days, shall advise AFCAC and its Member States accordingly. The denunciation of any State from membership of AFCAC shall become effective one (1) year following the receipt by the Chairperson of the AU Commission of such notification.

Article 22

Amendment and Revision

1. Any Member State may submit proposals for the amendment or revision of this Constitution.
2. Proposals for amendments or revision shall be submitted to the Chairperson of the AU Commission who shall transmit the same to AFCAC and the Member States within thirty (30) days of receipt thereof.
3. The Plenary shall meet to consider the proposals for amendments or revisions and submit their recommendations to the Executive Council.
4. The Assembly, upon the advice of the Executive Council, shall examine the recommendations within a period of one year following notification of Member States in accordance with the provisions of paragraph 2 of this Article.
5. Amendments or revisions shall be adopted by the Assembly and submitted for ratification by all Member States in accordance with their respective constitutional procedure. The amendments shall enter into force in accordance with the provisions of Article (19).

Article 23
Settlement of Disputes

1. Any dispute arising between two (2) or more Member States on the application or interpretation of this Constitution shall in the first instance be settled through negotiations.
2. In case the dispute(s) remains unresolved within twenty one (21) days, either Party may refer the dispute to the Bureau for resolution. The Bureau shall make a decision within sixty (60) days of receipt of the referral.
3. In the event that the Bureau cannot resolve the dispute or should their decision fail to provide a satisfactory solution to either Party within sixty (60) days, the dispute may be settled by arbitration. The arbitration team shall consist of a panel of African arbitrators appointed by each party. An additional arbitrator shall be appointed by the other arbitrators.
4. The arbitration panel shall adopt its own Rules of Procedure and make an award within six (6) Months. The decision of the Panel shall be final and binding on the Parties.
5. Without prejudice to the above provisions, the African Court of Justice and Human Rights may be seized with any dispute regarding the application or interpretation of this Constitution.

Article 24
Working Languages

The working languages of AFCAC shall be those of the AU.

Article 25
Registration

This Constitution shall be registered with ICAO in compliance with Article 83 of the Convention on International Civil Aviation opened for signature at Chicago on 7 December 1944.

Article 26
Abrogation

This Constitution shall abrogate and supersede, as of the date of its entry into force, the AFCAC Constitution adopted at Addis Ababa, Ethiopia, on 17 January 1969.

IN WITNESS, WHEREOF WE, the Plenipotentiaries, having been duly authorized, have adopted this Constitution.

DONE at **Dakar, Senegal** on the **16th** day of **December** 2009, in Arabic, English, French and Portuguese, all the texts being equally authentic.



**President of AFCAC/Chairperson
of the Meeting of Plenipotentiaries**

<p>Bibonywe kugira ngo bishyirwe ku mugereka w'Itegeko N° 005 bis/2021 ryo ku wa 05/02/2021 ryemera kwemeza burundu Amategeko ashiraho Komisiyo ya Afurika ishinze ibyerekeye Indege za Gisiviri, yakorewe i Dakar muri Senegal , ku wa 16 Ukuboza 2009</p>	<p>Seen to be annexed to Law N° 005 bis/2021 of 05/02/2021 approving ratification of the Constitution of the African Civil Aviation Commission , signed at Dakar, Senegal on 16 December 2009</p>	<p>Vu pour être annexé à Loi n° 005bis/2021 du 05/02/2021 approuvant la ratification de la Constitution de la Commission Africaine de l'Aviation Civile, signée à Dakar, Sénégal le 16 décembre 2009</p>
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Kigali, 05/02/2021

(sé)

KAGAME Paul
Perezida wa Repubulika
President of the Republic
Président de la République

(sé)

Dr NGIRENTE Edouard
Minisitiri w’Intebe
Prime Minister
Premier Ministre

Bibonywe kandi bishyizweho ikirango cya Repubulika:
Sean and sealed with the Seal of the Republic:
Vu et scellé du Sceau de la République:

(sé)

BUSINGYE Johnston
Minisitiri w’Ubutabera akaba n’Intumwa Nkuru ya Leta
Minister of Justice and Attorney General
Ministre de la Justice et Garde des Sceaux

<p>ITEGEKO N° 019/2021 RYO KU WA 05/03/2021 RYEMERA KWEMEZA BURUNDU AMASEZERANO Y'INGUZANYO HAGATI YA REPUBULIKA Y'U RWANDA NA BANKI YA KOREYA Y'UBUCURUZI BW'IBYINJIRA N'IBISOHOKA MU GIHUGU YEREKERANYE N'INGUZANYO INGANA NA MILIYONI MIRONGO ITANDATU N'ESHESHATU N'IBIHUMBI MAGANA ABIRI NA MIRONGO INANI NA BIBIRI Z'AMADOLARI Y'ABANYAMERIKA (66.282.000 USD) AGENEWE UMUSHINGA WO KWAGURA IMIYOBORO Y'AMASHANYARAZI, YASHYIRIWEHO UMUKONO I KIGALI MU RWANDA KU WA 9 UKUBOZA 2020</p>	<p>LAW N° 019/2021 OF 05/03/2021 APPROVING THE RATIFICATION OF THE LOAN AGREEMENT BETWEEN THE REPUBLIC OF RWANDA AND THE EXPORT-IMPORT BANK OF KOREA, RELATING TO THE LOAN OF SIXTY-SIX MILLION TWO HUNDRED EIGHTY-TWO THOUSAND US DOLLARS (USD 66,282,000) FOR ELECTRICITY TRANSMISSION GRID EXPANSION PROJECT, SIGNED AT KIGALI, RWANDA ON 9 DECEMBER 2020</p>	<p>LOI N° 019/2021 DU 05/03/2021 APPROUVANT LA RATIFICATION DE L'ACCORD DE PRET ENTRE LA RÉPUBLIQUE DU RWANDA ET LA BANQUE D'IMPORT-EXPORT DE COREE, RELATIF AU PRET DE SOIXANTE-SIX MILLIONS DEUX CENT QUATRE-VINGT-DEUX MILLE DOLLARS AMÉRICAINS (66.282.000 USD) POUR LE PROJET D'EXTENSION DU RÉSEAU DE TRANSPORT D'ÉLECTRICITÉ, SIGNÉ À KIGALI, AU RWANDA LE 9 DÉCEMBRE 2020</p>
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<p><u>Ingingo ya 2:</u> Itegurwa, isuzumwa n'itorwa by'iri tegeko</p>	<p><u>Article 2:</u> Drafting, consideration and adoption of this Law</p>	<p><u>Article 2:</u> Initiation, examen et adoption de la présente loi</p>
<p><u>Ingingo ya 3:</u> Igihe iri tegeko ritangira gukurikizwa</p>	<p><u>Article 3:</u> Commencement</p>	<p><u>Article 3:</u> Entrée en vigueur</p>

<p>ITEGEKO N° 019/2021 RYO KU WA 05/03/2021 RYEMERA KWEMEZA BURUNDU AMASEZERANO Y'INGUZANYO HAGATI YA REPUBULIKA Y'U RWANDA NA BANKI YA KOREYA Y'UBUCURUZI BW'IBYINJIRA N'IBISOHOKA MU GIHUGU, YEREKERANYE N'INGUZANYO INGANA NA MILIYONI MIRONGO ITANDATU N'ESHESHATU N'IBIHUMBI MAGANA ABIRI NA MIRONGO INANI NA BIBIRI Z'AMADOLARI Y'ABANYAMERIKA (66.282.000 USD) AGENEWE UMUSHINGA WO KWAGURA IMIYOBORO Y'AMASHANYARAZI, YASHYIRIWEHO UMUKONO I KIGALI MU RWANDA KU WA 09 UKUBOZA 2020</p> <p>Twebwe, KAGAME Paul, Perezida wa Repubulika;</p> <p>INTEKO ISHINGA AMATEGEKO YEMEJE, NONE NATWE DUHAMIJE, DUTANGAJE ITEGEKO RITEYE RITYA KANDI DUTEGETSE KO RITANGAZWA MU IGAZETI YA</p>	<p>LAW N° 019/2021 OF 05/03/2021 APPROVING THE RATIFICATION OF THE LOAN AGREEMENT BETWEEN THE REPUBLIC OF RWANDA AND THE EXPORT-IMPORT BANK OF KOREA, RELATING TO THE LOAN OF SIXTY-SIX MILLION TWO HUNDRED EIGHTY-TWO THOUSAND AMERICAN DOLLARS (USD 66,282,000) FOR ELECTRICITY TRANSMISSION GRID EXPANSION PROJECT, SIGNED AT KIGALI, RWANDA ON 09 DECEMBER 2020</p> <p>We, KAGAME Paul, President of the Republic;</p> <p>THE PARLIAMENT HAS ADOPTED AND WE SANCTION, PROMULGATE THE FOLLOWING LAW AND ORDER IT BE PUBLISHED IN THE OFFICIAL GAZETTE OF THE REPUBLIC OF RWANDA</p>	<p>LOI N° 019/2021 DU 05/03/2021 APPROUVANT LA RATIFICATION DE L'ACCORD DE PRET ENTRE LA RÉPUBLIQUE DU RWANDA ET LA BANQUE D'IMPORT-EXPORT DE COREE, RELATIF AU PRET DE SOIXANTE-SIX MILLIONS DEUX CENT QUATRE-VINGT-DEUX MILLE DOLLARS AMÉRICAINS (66.282.000 USD) POUR LE PROJET D'EXTENSION DU RÉSEAU DE TRANSPORT D'ÉLECTRICITÉ, SIGNÉ À KIGALI, AU RWANDA LE 09 DÉCEMBRE 2020</p> <p>Nous, KAGAME Paul, Président de la République ;</p> <p>LE PARLEMENT A ADOPTÉ ET NOUS SANCTIONNONS, PROMULGUONS LA LOI DONT LA TENUE SUIT ET ORDONNONS QU'ELLE SOIT PUBLIÉE AU JOURNAL OFFICIEL DE LA RÉPUBLIQUE DU RWANDA</p>
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<p>LETA YA REPUBULIKA Y'U RWANDA</p> <p>INTEKO ISHINGA AMATEGEKO:</p> <p>Umutwe w'Abadepite, mu nama yawo yo ku wa 22 Gashyantare 2021;</p> <p>Ishingiye ku Itegeko Nshinga rya Repubulika y'u Rwanda ryo mu 2003 ryavugururwe mu 2015, cyane cyane mu ngingo zaryo, iya 64, iya 69, iya 70, iya 88, iya 90, iya 91, iya 93, iya 106, iya 120, iya 122, iya 167, iya 168 n'iya 176;</p> <p>Imaze gusuzuma Amasezerano y'inguzanyo hagati ya Repubulika y'u Rwanda na Banki ya Koreya y'Ubucuruzi bw'Ibyinjira n'Ibisohoka mu gihugu, yerekeranye n'inguzanyo ingana na miliyoni mirongo itandatu n'esheshatu n'ibihumbi magana abiri na mirongo inani na bibiri z'Amadolari y'Abanyamerika (66.282.000 USD) agenewe umushinga wo kwagura imiyoboro y'amashanyarazi, yashyiriweho umukono i Kigali mu Rwanda ku wa 09 Ukuboza 2020;</p> <p>YEMEJE:</p>	<p>THE PARLIAMENT:</p> <p>The Chamber of Deputies, in its sitting of 22 February 2021;</p> <p>Pursuant to the Constitution of the Republic of Rwanda of 2003 revised in 2015, especially in Articles 64, 69, 70, 88, 90, 91, 93, 106, 120, 122, 167, 168 and 176;</p> <p>After consideration of the Loan Agreement between the Republic of Rwanda and the Export-Import Bank of Korea, relating to the loan of sixty-six million two hundred eighty-two thousand American Dollars (USD 66,282,000) for electricity transmission grid expansion project, signed at Kigali, Rwanda on 09 December 2020;</p> <p>ADOPTS:</p>	<p>LE PARLEMENT :</p> <p>La Chambre des Députés, en sa séance du 22 février 2021;</p> <p>Vu la Constitution de la République du Rwanda de 2003 révisée en 2015, spécialement en ses articles 64, 69, 70, 88, 90, 91, 93, 106, 120, 122, 167, 168 et 176 ;</p> <p>Après examen de l'Accord de prêt entre la République du Rwanda et la Banque d'Import-Export de Corée, relatif au prêt de soixante-six millions deux cent quatre-vingt-deux mille Dollars Américains (66.282.000 USD) pour le projet d'extension du réseau de transport d'électricité, signé à Kigali, au Rwanda le 09 décembre 2020;</p> <p>ADOpte :</p>
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<p><u>Ingingo ya mbere:</u> Kwemera kwemeza burundu</p> <p>Amasezerano y'inguzanyo hagati ya Repubulika y'u Rwanda na Banki ya Koreya y'Ubucuruzi bw'Ibyinjira n'Ibisohoka mu Gihugu, yerekeranye n'inguzanyo ingana na miliyoni mirongo itandatu n'esheshatu n'ibihumbi magana abiri na mirongo inani na bibiri z'Amadolari y'Abanyamerika (66.282.000 USD) agenewe umushinga wo kwagura imiyoboro y'amashanyarazi, yashyiriweho umukono i Kigali mu Rwanda ku wa 9 Ukuboza 2020, ari ku mugereka, yemerewe kwemezwa burundu.</p> <p><u>Ingingo ya 2:</u> Itegurwa, isuzumwa n'itorwa by'iri tegeko</p> <p>Iri tegeko ryateguwe mu rurimi rw'Icyongereza, risuzumwa kandi ritorwa mu rurimi rw'Ikinyarwanda.</p> <p><u>Ingingo ya 3:</u> Igihe iri tegeko ritangira gukurikizwa</p> <p>Iri tegeko ritangira gukurikizwa ku munsu ritangarijweho mu Igazeti ya Leta ya Repubulika y'u Rwanda.</p>	<p><u>Article one:</u> Approval for ratification</p> <p>The Loan Agreement between the Republic of Rwanda and the Export-Import Bank of Korea, relating to the loan of sixty-six million two hundred eighty-two thousand American Dollars (USD 66,282,000) for electricity transmission grid expansion project, signed at Kigali, Rwanda on 9 December 2020, in annex, is approved for ratification.</p> <p><u>Article 2:</u> Drafting, consideration and adoption of this Law</p> <p>This Law was drafted in English, considered and adopted in Ikinyarwanda.</p> <p><u>Article 3:</u> Commencement</p> <p>This Law comes into force on the date of its publication in the Official Gazette of the Republic of Rwanda.</p>	<p><u>Article premier :</u> Approbation pour ratification</p> <p>L'Accord de prêt entre la République du Rwanda et la Banque d'Import-Export de Corée, relatif au prêt de soixante-six millions deux cent quatre-vingt-deux mille Dollars Américains (66.282.000 USD) pour le projet d'extension du réseau de transport d'électricité, signé à Kigali, au Rwanda le 9 décembre 2020, en annexe, est approuvé pour ratification.</p> <p><u>Article 2:</u> Initiation, examen et adoption de la présente loi</p> <p>La présente loi a été initiée en anglais, examinée et adoptée en Ikinyarwanda.</p> <p><u>Article 3:</u> Entrée en vigueur</p> <p>La présente loi entre en vigueur le jour de sa publication au Journal Officiel de la République du Rwanda.</p>
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Kigali, 05/03/2021.

(sé)

KAGAME Paul
Perezida wa Repubulika
President of the Republic
Président de la République

(sé)

Dr NGIRENTE Edouard
Minisitiri w'Intebe
Prime Minister
Premier Ministre

**Bibonywe kandi bishyizweho Ikirango cya Repubulika:
Seen and sealed with the Seal of the Republic:
Vu et scellé du Sceau de la République :**

(sé)

BUSINGYE Johnston
Minisitiri w'Ubutabera akaba n'Intumwa Nkuru ya Leta
Minister of Justice and Attorney General
Ministre de la Justice et Garde des Sceaux

<p>UMUGEREKA W'ITEGEKO N° 019/2021 RYO KU WA 05/03/2021 RYEMERA KWEMEZA BURUNDU AMASEZERANO Y'INGUZANYO HAGATI YA REPUBULIKA Y'U RWANDA NA BANKI YA KOREYA Y'UBUCURUZI BW'IBYINJIRA N'IBISOHOKA MU GIHUGU, YEREKERANYE N'INGUZANYO INGANA NA MILIYONI MIRONGO ITANDATU N'ESHESHATU N'IBIHUMBI MAGANA ABIRI NA MIRONGO INANI NA BIBIRI Z'AMADOLARI Y'ABANYAMERIKA (66.282.000 USD) AGENEWE UMUSHINGA WO KWAGURA IMIYOBORO Y'AMASHANYARAZI, YASHYIRIWEHO UMUKONO I KIGALI MU RWANDA KU WA 09 UKUBOZA 2020</p>	<p>ANNEX TO THE LAW N° 019/2021 OF 05/03/2021 APPROVING THE RATIFICATION OF THE LOAN AGREEMENT BETWEEN THE REPUBLIC OF RWANDA AND THE EXPORT-IMPORT BANK OF KOREA, RELATING TO THE LOAN OF SIXTY-SIX MILLION TWO HUNDRED EIGHTY-TWO THOUSAND AMERICAN DOLLARS (USD 66,282,000) FOR ELECTRICITY TRANSMISSION GRID EXPANSION PROJECT, SIGNED AT KIGALI, RWANDA ON 09 DECEMBER 2020</p>	<p>ANNEXE A LA LOI N° 019/2021 DU 05/03/2021 APPROUVANT LA RATIFICATION DE L'ACCORD DE PRET ENTRE LA RÉPUBLIQUE DU RWANDA ET LA BANQUE D'IMPORT-EXPORT DE COREE, RELATIF AU PRET DE SOIXANTE-SIX MILLIONS DEUX CENT QUATRE-VINGT-DEUX MILLE DOLLARS AMÉRICAINS (66.282.000 USD) POUR LE PROJET D'EXTENSION DU RÉSEAU DE TRANSPORT D'ÉLECTRICITÉ, SIGNÉ À KIGALI, AU RWANDA LE 09 DÉCEMBRE 2020</p>
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EDCF LOAN AGREEMENT

NO. RWA-2



**Economic Development
Cooperation Fund**

Conformed Copy

Loan Agreement

**Rwanda Electricity Transmission Grid
Expansion Project**

between

**THE GOVERNMENT OF THE REPUBLIC OF
RWANDA**

and

**THE EXPORT-IMPORT BANK OF KOREA
(Government Agency for the EDCF)**

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LOAN AGREEMENT

This Loan Agreement entered into this [9] day of December 2020 between THE GOVERNMENT OF THE REPUBLIC OF RWANDA (hereinafter called the "**Borrower**") and THE EXPORT-IMPORT BANK OF KOREA (hereinafter called the "**Bank**") which has been entrusted by THE GOVERNMENT OF THE REPUBLIC OF KOREA with the operation and management of the Economic Development Cooperation Fund (hereinafter called the "**EDCF**").

WITNESSETH:

WHEREAS, THE GOVERNMENT OF THE REPUBLIC OF KOREA and THE GOVERNMENT OF THE REPUBLIC OF RWANDA entered into the Agreement dated November 14, 2014 concerning EDCF Loans to be extended to THE GOVERNMENT OF THE REPUBLIC OF RWANDA or its designated agency for the implementation of projects to be agreed upon between the two Governments;

WHEREAS, based upon the above Agreement, THE GOVERNMENT OF THE REPUBLIC OF KOREA and THE GOVERNMENT OF THE REPUBLIC OF RWANDA entered into the Arrangement dated November 26, 2020 concerning the EDCF Loan to finance the implementation of Electricity Transmission Grid Expansion Project described in the Description of the Project attached hereto as Schedule 1 (hereinafter called the "**Project**"); and

WHEREAS, in the light of the said Agreement and Arrangement, the Bank has agreed to extend a loan to the Borrower upon the terms and conditions set forth in this Loan Agreement;

NOW, THEREFORE, the Borrower and the Bank agree as follows:

ARTICLE I

Definitions

Section 1.01. Loan Agreement

The following documents shall constitute an integral part of this Loan Agreement:

- (i) General Terms and Conditions Applicable to EDCF Loan Agreements;
- (ii) Guidelines for Procurement under the EDCF Loan;
- (iii) Guidelines for Employment of Consultants under the EDCF Loan; and
- (iv) Disbursement Procedures under the EDCF Loan.

Section 1.02. Definitions

Unless the context otherwise requires, the several terms defined in the General Terms and Conditions Applicable to EDCF Loan Agreements (hereinafter called the "**General Terms and Conditions**") have the respective meanings therein set forth and the following additional terms have the following meanings:

"Eligible Source Country(ies)" means the Republic of Korea for foreign currency portion and the Republic of Rwanda for local currency portion, respectively.

"Interest Payment Date" means the 20th day of months falling every six-month after this Loan Agreement is signed.

"Loan" means the loan facility to be made available in favor of the Borrower or the aggregate principal amount of the loan facility disbursed and from time to time outstanding, as the context may so require.

"Project Completion Date" means the earlier of (i) the date when the final disbursement under the Loan is made, and (ii) the date when the certification of completion, such as a final acceptance certificate (FAC) or a defect liability certificate, etc., is issued.

"Project Executing Agency" means the Energy Development Corporation Limited (hereinafter called the "EDCL") which has been authorized to implement the Project.

"Repayment Date" means each of the Fifty (50) semi-annual consecutive dates of June 20 and December 20 from and including the date which shall be the 20th day of the month falling One Hundred Eighty Six (186) months after the date of this Loan Agreement.

"Supplier(s)" means the supplier(s), contractor(s) or consultant(s) from whom goods or services to be financed out of the proceeds of the Loan are procured.

ARTICLE II

The Loan

Section 2.01. Amount and Purpose of Loan

(a) The Bank agrees to lend to the Borrower, on the terms and conditions set forth in this Loan Agreement, an amount in Korean Won not exceeding the equivalent of Sixty Six Million Two Hundred Eighty Two Thousand US Dollars (US\$ 66,282,000), to finance the implementation of the Project.

(b) The amount of the Loan shall be denominated in Korean Won and shall be fixed by the Bank in accordance with Section 3.01 of the General Terms and Conditions. The Bank shall then notify the Borrower and the Guarantor (*if any*) of the amount of the Loan.

Section 2.02. Use of Proceeds of Loan

(a) The Borrower shall cause the proceeds of the Loan to be used for the purchase of goods and services required for the implementation of the Project from the Eligible Source Countries. The proceeds of the Loan shall be allocated in accordance with the Allocation of the Loan Proceeds attached hereto as Schedule 2.

(b) The final disbursement under this Loan Agreement shall be made within Forty Eight (48) months after the Effective Date of this Loan Agreement, and no further disbursement shall be made by the Bank thereafter unless otherwise agreed upon between the Bank and the Borrower.

ARTICLE III

Repayment and Interest

Section 3.01. Repayment of Principal

(a) The Borrower shall repay the Bank the principal amount of the Loan disbursed in Korean Won in Fifty (50) semi-annual installments on each of the Repayment Dates.

(b) The Repayment Date and the Korean Won amount to be repaid on each of the Repayment Dates shall be specified in the Amortization Schedule in the form and substance of Schedule 3 attached hereto. The Amortization Schedule shall be made by the Bank when it fixes the amount of the Loan and the Bank shall notify the Borrower of the Amortization Schedule when it notifies the Borrower and the Guarantor (*if any*) of the amount of the Loan in accordance with paragraph (b) of Section 2.01 hereof.

Section 3.02. Payment of Interest

The Borrower shall pay the Bank interest on the principal amount of the Loan disbursed and outstanding at the rate of one-hundredth of one percent (0.01 %) per annum. Such interest shall be paid in arrears on each Interest Payment Date, provided that the first interest for any disbursement made within sixty (60) days prior to any Interest Payment Date may be paid on the next succeeding Interest Payment Date.

Section 3.03. Preferential Interest Rates

(a) No interest shall accrue on the Loan covering the consulting services provided by the eligible consultant(s) mentioned in paragraph 3 of Schedule 5.

(b) When the Borrower makes a procurement contract with Korean Small and Medium Enterprises (SMEs) or Medium-Large Companies, preferential interest rates shall apply to the portion of the Loan covering the procurement contract as follows:

(i) In case one or more Korean SMEs (including a consortium or joint venture (JV) by Korean SMEs) enter into the contract, zero percent (0%) interest rate shall apply.

(ii) In case one or more Korean Medium-Large Companies (including a consortium or joint venture (JV) by Korean Medium-Large Companies) enter into the contract, zero percent (0%) interest rate shall apply.

(iii) In case the consortium or joint venture (JV) in which one or more Korean SMEs take at least thirty percent (30%) of the share enter into a contract, zero percent (0%) interest rate shall apply.

Section 3.04. Place of Payment

All sums payable by the Borrower to the Bank under this Loan Agreement shall be paid to the account of the Bank (Account No. 068-13-10395-6) with Yeouido Gwang-Jang EXIM sub Branch of the KEB Hana Bank at 38, Eunhaeng-Ro,

Yeongdeungpo-Gu, Seoul, 07242, Republic of Korea or to such other account as the Bank shall designate by written notice to the Borrower.

ARTICLE IV

Procurement and Disbursement

Section 4.01. Procurement Procedure

(a) All goods and services to be financed out of the proceeds of the Loan shall be procured through the Suppliers in accordance with the provisions of the Procurement Procedure attached hereto as Schedule 4 and the Employment of Consultants attached hereto as Schedule 5.

(b) All goods and services to be financed out of the proceeds of the Loan shall be procured from the Eligible Source Countries, provided that a part of goods and services may, with the prior consent of the Bank, be procured from the countries other than the Eligible Source Countries up to Fourteen Point Nine percent (14.9%) of the amount of the Loan.

Section 4.02. Disbursement Procedure

(a) The Loan shall be disbursed in Korean Won by the Bank in accordance with the provisions of the Disbursement Procedure attached hereto as Schedule 6.

Section 4.03. Service Charge

(a) The Borrower shall pay to the Bank the service charge in the amount equal to one-tenth of one percent (0.1%) of the amount of each disbursement in case of the Direct Payment Procedure or the Reimbursement Procedure, and/or of the amount of the letter of commitment in case of the Commitment Procedure.

(b) An amount equal to such service charge shall be financed out of the proceeds of the Loan. The Bank shall pay such amount to itself as the service charge on the date of each disbursement and/or of the issuance of the letter of commitment. Such disbursement out of the Loan shall constitute a valid disbursement of the Loan under this Loan Agreement.

ARTICLE V

Particular Covenants

Section 5.01. Execution of the Project

(a) The Borrower shall implement, or cause the Project Executing Agency to implement, the Project with due diligence and efficiency.

(b) The Borrower shall employ, or cause the Project Executing Agency to employ, consultants for the implementation of the Project.

(c) Should the funds available from the proceeds of the Loan be insufficient for the implementation of the Project, the Borrower shall make arrangements promptly to provide such funds as shall be needed.

Section 5.02. Reports and Information

(a) The Borrower shall furnish, or cause the Project Executing Agency to furnish, the Bank with progress reports for the Project on a quarterly basis from the execution of the first procurement contract to the Project Completion Date in such form and in such detail as the Bank may reasonably request.

(b) Within six (6) months after the Project Completion Date or such later date as shall be agreed upon between the Borrower and the Bank, the Borrower shall furnish, or cause the Project Executing Agency to furnish, the Bank with a project completion report in such form and in such detail as the Bank may reasonably request.

(c) Until all the obligations of the Borrower under this Loan Agreement are fully performed, the Borrower shall furnish the Bank with such other information as the Bank may reasonably request concerning the Project or the Loan.

ARTICLE VI

Miscellaneous

Section 6.01. Delegation of Authority

(a) The Borrower hereby designates the Project Executing Agency as its agent for the purposes of taking any action or entering into any agreement required or permitted under Sections 4.01, 4.02 and 5.02 of this Loan Agreement.

(b) Any action taken or any agreement entered into by the Project Executing Agency pursuant to the authority conferred under paragraph (a) of this Section shall be fully binding on the Borrower and shall have the same force and effect as if taken by the Borrower.

Section 6.02. Addresses

The following addresses are specified for the purposes of Section 12.05 of the General Terms and Conditions:

For the Bank

Postal address: THE EXPORT-IMPORT BANK OF KOREA
38 Eunhaeng-ro, Yeongdeungpo-gu,
Seoul 07242, Republic of Korea

Attention: Director of Africa 1 Team, EDCF Operations Department 2
Telephone No.: (82-2) 3779-6574
Fax No.: (82-2) 3779-6780
Telex No.: K26595 EXIMBK
SWIFT BIC: EXIKKRSEXXX

For the Borrower

Postal Address: Ministry of Finance and Economic Planning
P.O Box 158 Kigali

Attention: Minister of State in charge of Economic Planning
Telephone No.: +250-252 575756
Fax No.: +250-252 577581

Telex No.: NA

IN WITNESS WHEREOF, the parties hereto, acting through their duly authorized representatives, have caused this Loan Agreement to be signed in their respective names, as of the day and year first above written.

**The Export-Import Bank of Korea
(Government Agency for the EDCF)**

**The Government of the Republic of
Rwanda**

By 신덕용

Name: Mr. Shin Deog-yong
Title: Senior Executive Director

By 

Name: Dr. Uzziel NDAGIJIMANA
Title: Minister of Finance And
Economic Planning



Schedule 1

Description of the Project

1. Outline of the Project

(a) Objectives:

- To provide stable and reliable electrical power service through expanding national electricity transmission grid
- To contribute to balanced regional development and improvement in the quality of life of local residents

(b) Location:

- Nyabarongo, Nyabihu, Ruvabu, Gasogi, Bugesera, Rwabusoro, Mamba and Gisagara

(c) Project Executing Agency:

- The Energy Development Corporation Limited (the “EDCL”)

2. Scope of the Project

(a) Goods & Services

- Construction of Electricity Transmission Grids
- Substation Expansion (Line-Bays)
- O&M Support

(b) Consulting services

- Basic Design
- Supervision of detail design, procurement and project implementation
- Assistance of bidding procedure and preparing for relevant reports including Project Completion Report (PCR)

3. Estimated annual fund requirements

(in Thousands of US Dollars)

Year	EDCF	Government of Rwanda
1 st year	32,765	12,366
2 nd year	14,567	10,538
3 rd year	15,295	9,944
4 th year	595	595
Total	63,222	33,443

* The total amount above is not including contingencies and service charges.

4. The Project is expected to be completed within Forty Two (42) months from the effective date of this Loan Agreement, which may be extended by a prior consent of the Bank.

Schedule 2**Allocation of Loan Proceeds****1. Allocation**

(a) The table below sets forth the categories of goods, services and other items to be financed out of the proceeds of the Loan and the allocation of Loan amounts to each category:

(in Thousands of US Dollars)

Category	Estimated Amount		
	Foreign Currency	Local Currency	Total
(A) Construction and O&M Support	51,068	9,065	60,133
(B) Consulting Service	1,845	1,244	3,089
(C) Contingencies	2,175	819	2,994
(D) Service Charge	66	-	66
Total	55,154	11,128	66,282

※ Note: Items not eligible for financing under the local currency portion are as shown below:

- (1) General administration expense
- (2) Taxes and duties
- (3) Purchase of land and other real property
- (4) Compensation
- (5) Other indirect items

2. Reallocation

(a) If the estimated costs of items included in any of the categories shall decrease, the amount then allocated to and no longer required for such Category, will be reallocated by the Bank to Category (C).

(b) If the estimated costs of items included in Category (A) and (B) shall increase, the amount equal to the portion, if any, of such increase to be financed out of the proceeds of the Loan will be reallocated by the Bank, at the request of the Borrower, from Category (C) to Category (A) and (B) without currency restrictions. Provided, however, that the amount in the same currency shall be reallocated first.

Schedule 3

Amortization Schedule

Due Date

Amount

(in Korean Won)

※ Note : Each installment will be filled in when the amount of the Loan is fixed in accordance with Section 3.01 of the General Terms and Conditions, and will be finalized after the final disbursement in accordance with paragraph (b) of Section 3.02 and 7.05 of the General Terms and Conditions.

Schedule 4

Procurement Procedure

1. Except as the Bank may otherwise agree, the procedures referred to in the following paragraphs of this Schedule shall apply to the procurement of goods and services to be financed out of the proceeds of the Loan. The term "services" in this Schedule does not include consulting services.
2. Procurement of goods and services shall be subject to the provisions of the Bank's "Guidelines for Procurement under the EDCF Loan" (hereinafter called the "**Procurement Guidelines**"), as amended from time to time, which have been furnished to the Borrower.
3. The Supplier(s) shall be nationals of the Republic of Korea or juridical person incorporated and registered therein.
4. The Borrower shall procure goods and services to be financed out of the proceeds of the Loan specified in Schedule 2 above through Competitive Bidding.
5. Procurement method shall be subject to the Bank's prior review.
6. For contracts to be awarded on the basis of Competitive Bidding, procurement actions shall be subject to review of the Bank in accordance with the procedures set forth in Annex 1 of the Procurement Guidelines.
7. All taxes, duties, and levies imposed on goods and services in the Republic of Rwanda provided by the Suppliers under the Loan Agreement for the implementation of the Project shall either be exempted or borne by the Borrower.

Schedule 5

Employment of Consultants

1. The services of consultants shall be utilized in the carrying out of the Project, particularly with regard to the basic design, bid support, project management and construction supervision.
2. The selection and employment of the consultants shall be subject to the provisions of this Schedule and the Bank's "Guidelines for the Employment of Consultants under the EDCF Loan"(hereinafter called the "**Consultant Guidelines**"), as amended from time to time, which have been furnished to the Borrower.
3. The Consultant(s) shall be nationals of the Republic of Korea or juridical person incorporated and registered therein.
4. The Borrower shall employ the Consultant through the Bank's general selection procedures specified in the Consultant Guidelines.
5. The terms of reference, evaluation of proposals, and execution of contract shall be subject to review of the Bank in accordance with the procedures set forth in Annex 1 of the Consultant Guidelines.
6. The method of selection procedure shall be submitted to the Bank for its review.
7. All taxes, duties, and levies imposed on consulting services in the Republic of Rwanda provided by the Consultants for the implementation of the Project shall be either exempted or borne by the Borrower.

Schedule 6

Disbursement Procedures

1. Disbursement Procedures

(a) Disbursements of the Loan shall be made through Commitment Procedure, and/or Direct Payment Procedure.

(b) The Bank's "Disbursement Procedures under the EDCF Loan" (hereinafter called the "**Disbursement Procedures**"), which have been furnished to the Borrower, as amended from time to time, shall be applied to disbursement of the Loan,

2. Designation of Banks

With regard to relevant Sections of the Disbursement Procedures, the designated banks are as follows:

(a) The Paying Bank referred to in Section 2.01 shall be Yeouido Gwang-Jang EXIM sub Branch of the KEB Hana Bank at 38, Eunhaeng-Ro, Yeongdeungpo-Gu, Seoul, 07242, Republic of Korea

(b) The borrower shall designate the Issuing Bank referred to in Section 2.02 (*Use of Proceeds of Loan*), and provide written notice to the Bank immediately prior to submission of the Application of Payment.

<p>Bibonywe kugira ngo bishyirwe ku mugereka w'Itegeko n° 019/2021 ryo ku wa 05/03/2021 ryemera kwemeza burundu Amasezerano y'inguzanyo hagati ya Repubulika y'u Rwanda na Banki ya Koreya y'Ubucuruzi bw'Ibyinjira n'Ibisohoka mu Gihugu, yerekeranye n'inguzanyo ingana na miliyoni mirongo itandatu n'esheshatu n'ibihumbi magana abiri na mirongo inani na bibiri z'Amadolari y'Abanyamerika (66.282.000 USD) agenewe umushinga wo kwagura imiyoboro y'amashanyarazi, yashyiriweho umukono i Kigali mu Rwanda ku wa 09 Ukuboza 2020</p>	<p>Seen to be annexed to Law n° 019/2021 of 05/03/2021 approving the ratification of the Loan Agreement between the Republic of Rwanda and the Export-Import Bank of Korea, relating to the loan of sixty-six million two hundred eighty-two thousand American Dollars (USD 66,282,000) for electricity transmission grid expansion project, signed at Kigali, Rwanda on 09 December 2020</p>	<p>Vu pour être annexé à la Loi n° 019/2021 du 05/03/2021 approuvant la ratification de l'Accord de prêt entre la République du Rwanda et la Banque d'Import-Export de Corée, relatif au prêt de soixante-six millions deux cent quatre-vingt-deux mille Dollars Américains (66.282.000 USD) pour le projet d'extension du réseau de transport d'électricité, signé à Kigali, au Rwanda le 09 décembre 2020</p>
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Kigali, 05/03/2021.

(sé)

KAGAME Paul
Perezida wa Repubulika
President of the Republic
Président de la République

(sé)

Dr NGIRENTE Edouard
Minisitiri w'Intebe
Prime Minister
Premier Ministre

**Bibonywe kandi bishyizweho Ikirango cya Repubulika:
Seen and sealed with the Seal of the Republic:
Vu et scellé du Sceau de la République :**

(sé)

BUSINGYE Johnston
Minisitiri w'Ubutabera akaba n'Intumwa Nkuru ya Leta
Minister of Justice and Attorney General
Ministre de la Justice et Garde des Sceaux

<p>ITEGEKO W'ITEGEKO N° 020/2021 RYO KU WA 05/03/2021 RYEMERA KWEMEZA BURUNDU AMASEZERANO Y'INGUZANYO HAGATI YA REPUBULIKA Y'U RWANDA NA BANKI NYAFURIKA ITSURA AMAJYAMBERE, YEREKERANYE N'INGUZANYO INGANA NA MILIYONI IJANA NA MAKUMYABIRI N'IMWE N'IBIHUMBI MAGANA ATANU NA BIBIRI Z'AMAYERO (121.502.000 EUR) AGENEWE GAHUNDA Y'ITERAMBERE RIKOMATANYIJE RISHINGIYE KU IKORESHA RY'AMAZI YA MUVUMBA, YASHYIRIWEHO UMUKONO I KIGALI MU RWANDA KU WA 29 MUTARAMA 2021</p> <p style="text-align: center;"><u>ISHAKIRO</u></p> <p><u>Ingingo ya mbere:</u> Kwemera kwemeza burundu</p> <p><u>Ingingo ya 2:</u> Itegurwa, isuzumwa n'itorwa by'iri tegeko</p> <p><u>Ingingo ya 3:</u> Igihe iri tegeko ritangira gukurikizwa</p>	<p>LAW N° 020/2021 OF 05/03/2021 APPROVING THE RATIFICATION OF THE LOAN AGREEMENT BETWEEN THE REPUBLIC OF RWANDA AND THE AFRICAN DEVELOPMENT BANK, RELATING TO THE LOAN OF ONE HUNDRED AND TWENTY-ONE MILLION FIVE HUNDRED AND TWO THOUSAND EUROS (EUR 121, 502,000) FOR MUVUMBA MULTIPURPOSE WATER RESOURCES DEVELOPMENT PROGRAM, SIGNED AT KIGALI, RWANDA ON 29 JANUARY 2021</p> <p style="text-align: center;"><u>TABLE OF CONTENTS</u></p> <p><u>Article One:</u> Approval for ratification</p> <p><u>Article 2:</u> Drafting, consideration and adoption of this Law</p> <p><u>Article 3:</u> Commencement</p>	<p>LOI N° 020/2021 DU 05/03/2021 APPROUVANT LA RATIFICATION DE L'ACCORD DE PRÊT ENTRE LA RÉPUBLIQUE DU RWANDA ET LA BANQUE AFRICAINE DE DÉVELOPPEMENT, RELATIF AU PRÊT DE CENT VINGT ET UN MILLION CINQ CENT DEUX MILLE EUROS (121.502.000 EUR) DESTINE AU PROGRAMME POLYVALENT DE DÉVELOPPEMENT DES RESSOURCES EN EAU DE MUVUMBA, SIGNÉ À KIGALI, AU RWANDA LE 29 JANVIER 2021</p> <p style="text-align: center;"><u>TABLE DES MATIÈRES</u></p> <p><u>Article premier:</u> Approbation pour ratification</p> <p><u>Article 2:</u> Initiation, examen et adoption de la présente loi</p> <p><u>Article 3:</u> Entrée en vigueur</p>
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<p>ITEGEKO N° 020/2021 RYO KU WA 05/03/2021 RYEMERA KWEMEZA BURUNDU AMASEZERANO Y'INGUZANYO HAGATI YA REPUBULIKA Y'U RWANDA NA BANKI NYAFURIKA ITSURA AMAJYAMBERE, YEREKERANYE N'INGUZANYO INGANA NA MILIYONI IJANA NA MAKUMYABIRI N'IMWE N'IBIHUMBI MAGANA ATANU NA BIBIRI Z'AMAYERO (121.502.000 EUR) AGENEWE GAHUNDA Y'ITERAMBERE RIKOMATANYIJE RISHINGIYE KU IKORESHA RY'AMAZI YA MUVUMBA, YASHYIRIWEHO UMUKONO I KIGALI MU RWANDA KU WA 29 MUTARAMA 2021</p> <p>Twebwe, KAGAME Paul, Perezida wa Repubulika;</p> <p>INTEKO ISHINGA AMATEGEKO YEMEJE NONE NATWE DUAMIJE, DUTANGAJE ITEGEKO RITEYE RITYA KANDI DUTEGETSE KO RITANGAZWA MU IGAZETI YA LETA YA REPUBULIKA Y'U RWANDA</p>	<p>LAW N° 020/2021 OF 05/03/2021 APPROVING THE RATIFICATION OF THE LOAN AGREEMENT BETWEEN THE REPUBLIC OF RWANDA AND THE AFRICAN DEVELOPMENT BANK, RELATING TO THE LOAN OF ONE HUNDRED AND TWENTY-ONE MILLION FIVE HUNDRED AND TWO THOUSAND EUROS (EUR 121, 502,000) FOR MUVUMBA MULTIPURPOSE WATER RESOURCES DEVELOPMENT PROGRAM, SIGNED AT KIGALI, RWANDA ON 29 JANUARY 2021</p> <p>We, KAGAME Paul, President of the Republic;</p> <p>THE PARLIAMENT HAS ADOPTED AND WE SANCTION, PROMULGATE THE FOLLOWING LAW AND ORDER IT BE PUBLISHED IN THE OFFICIAL GAZETTE OF THE REPUBLIC OF RWANDA</p>	<p>LOI N° 020/2021 DU 05/03/2021 APPROUVANT LA RATIFICATION DE L'ACCORD DE PRÊT ENTRE LA RÉPUBLIQUE DU RWANDA ET LA BANQUE AFRICAINE DE DÉVELOPPEMENT, RELATIF AU PRÊT DE CENT VINGT ET UN MILLION CINQ CENT DEUX MILLE EUROS (121.502.000 EUR) DESTINE AU PROGRAMME POLYVALENT DE DÉVELOPPEMENT DES RESSOURCES EN EAU DE MUVUMBA, SIGNÉ À KIGALI, AU RWANDA LE 29 JANVIER 2021</p> <p>Nous, KAGAME Paul, Président de la République ;</p> <p>LE PARLEMENT A ADOPTÉ ET NOUS SANCTIONNONS, PROMULGUONS LA LOI DONT LA TENEUR SUIT ET ORDONNONS QU'ELLE SOIT PUBLIÉE AU JOURNAL OFFICIEL DE LA RÉPUBLIQUE DU RWANDA</p>
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<p>INTEKO ISHINGA AMATEGEKO:</p> <p>Umutwe w'Abadepite, mu nama yawo yo ku wa 22 Gashyantare 2021;</p> <p>Ishingiye ku Itegeko Nshinga rya Repubulika y'u Rwanda ryo mu 2003 ryavuguruwe mu 2015, cyane cyane mu ngingo zaryo, iya 64, iya 69, iya 70, iya 88, iya 90, iya 91, iya 93, iya 106, iya 120, iya 122, iya 167, iya 168 n'iya 176;</p> <p>Imaze gusuzuma Amasezerano y'inguzanyo hagati ya Repubulika y'u Rwanda na Banki Nyafurika Itsura Amajyambere, yerekeranye n'inguzanyo ingana na miliyoni ijana na makumyabiri n'imwe n'ibihumbi magana atanu na bibiri z'Amayero (121.502.000 EUR) agenewe gahunda y'iterambere rikomatanyije rishingiye ku ikoreshwa ry'amazi ya Muvumba, yashyiriweho umukono i Kigali mu Rwanda ku wa 29 Mutarama 2021;</p> <p>YEMEJE:</p> <p><u>Ingingo ya mbere:</u> Kwemera kwemeza burundu</p> <p>Amasezerano y'inguzanyo hagati ya Repubulika y'u Rwanda na Banki Nyafurika</p>	<p>THE PARLIAMENT:</p> <p>The Chamber of Deputies, in its sitting of 22 February 2021;</p> <p>Pursuant to the Constitution of the Republic of Rwanda of 2003 revised in 2015, especially in Articles 64, 69, 70, 88, 90, 91, 93, 106, 120, 122, 167, 168 and 176;</p> <p>After consideration of the Loan Agreement between the Republic of Rwanda and the African Development Bank, relating to the loan of one hundred and twenty-one million five hundred and two thousand Euros (EUR 121,502,000) for Muvumba multipurpose water resources development program, signed at Kigali, Rwanda on 29 January 2020;</p> <p>ADOPTS:</p> <p><u>Article one:</u> Approval for ratification</p> <p>The Loan Agreement between the Republic of Rwanda and the African Development</p>	<p>LE PARLEMENT :</p> <p>La Chambre des Députés, en sa séance du 22 février 2021;</p> <p>Vu la Constitution de la République du Rwanda de 2003 révisée en 2015, spécialement en ses articles 64, 69, 70, 88, 90, 91, 93, 106, 120, 122, 167, 168 et 176 ;</p> <p>Après examen de l'Accord de prêt entre la République du Rwanda et la Banque Africaine de Développement, relatif au prêt de cent vingt et un million cinq cent deux mille Euros (121.502.000 EUR) destiné au Programme polyvalent de développement des ressources en eau de Muvumba, signé à Kigali, au Rwanda le 29 janvier 2021;</p> <p>ADOpte :</p> <p><u>Article premier :</u> Approbation pour ratification</p> <p>L'Accord de prêt entre la République du Rwanda et la Banque Africaine de</p>
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<p>Itsura Amajyambere, yerekeranye n'inguzanyo ingana na miliyoni ijana na makumyabiri n'imwe n'ibihumbi magana atanu na bibiri z'Amayero (121.502.000 EUR) agenewe gahunda y'iterambere rikomatanyije rishingiye ku ikoreshwa ry'amazi ya Muvumba, yashyiriweho umukono i Kigali mu Rwanda ku wa 29 Mutarama 2021, ari ku mugereka, yemerewe kwemezwa burundu.</p> <p><u>Ingingo ya 2:</u> Itegurwa, isuzumwa n'itorwa by'iri tegeko</p> <p>Iri tegeko ryateguwe mu rurimi rw'Icyongereza, risuzumwa kandi ritorwa mu rurimi rw'Ikinyarwanda.</p> <p><u>Ingingo ya 3:</u> Igihe iri tegeko ritangira gukurikizwa</p> <p>Iri tegeko ritangira gukurikizwa ku munsu ritangarijweho mu Igazeti ya Leta ya Repubulika y'u Rwanda.</p>	<p>Bank, relating to the loan of one hundred and twenty-one million five hundred and two thousand Euros (EUR 121,502,000) for Muvumba multipurpose water resources development program, signed at Kigali, Rwanda on 29 January 2021, in annex, is approved for ratification.</p> <p><u>Article 2:</u> Drafting, consideration and adoption of this Law</p> <p>This Law was drafted in English, considered and adopted in Ikinyarwanda.</p> <p><u>Article 3:</u> Commencement</p> <p>This Law comes into force on the date of its publication in the Official Gazette of the Republic of Rwanda.</p>	<p>Développement, relatif au prêt de cent vingt et un million cinq cent deux mille Euros (121.502.000 EUR) destiné au Programme polyvalent de développement des ressources en eau de Muvumba, signé à Kigali, au Rwanda le 29 janvier 2021, en annexe, est approuvé pour ratification.</p> <p><u>Article 2:</u> Initiation, examen et adoption de la présente loi</p> <p>La présente loi a été initiée en anglais, examinée et adoptée en Ikinyarwanda.</p> <p><u>Article 3:</u> Entrée en vigueur</p> <p>La présente loi entre en vigueur le jour de sa publication au Journal Officiel de la République du Rwanda.</p>
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Kigali, 05/03/2021.

(sé)

KAGAME Paul
Perezida wa Repubulika
President of the Republic
Président de la République

(sé)

Dr NGIRENTE Edouard
Minisitiri w'Intebe
Prime Minister
Premier Ministre

**Bibonywe kandi bishyizweho Ikirango cya Repubulika:
Seen and sealed with the Seal of the Republic:
Vu et scellé du Sceau de la République :**

(sé)

BUSINGYE Johnston
Minisitiri w'Ubutabera akaba n'Intumwa Nkuru ya Leta
Minister of Justice and Attorney General
Ministre de la Justice et Garde des Sceaux

<p>UMUGEREKA W'ITEGEKO N° 020/2021 RYO KU WA 05/03/2021 RYEMERA KWEMEZA BURUNDU AMASEZERANO Y'INGUZANYO HAGATI YA REPUBULIKA Y'U RWANDA NA BANKI NYAFURIKA ITSURA AMAJYAMBERE, YEREKERANYE N'INGUZANYO INGANA NA MILIYONI IJANA NA MAKUMYABIRI N'IMWE N'IBIHUMBI MAGANA ATANU NA BIBIRI Z'AMAYERO (121.502.000 EUR) AGENEWE GAHUNDA Y'ITERAMBERE RIKOMATANYIJE RISHINGIYE KU IKORESHA RY'AMAZI YA MUVUMBA, YASHYIRIWEHO UMUKONO I KIGALI MU RWANDA KU WA 29 MUTARAMA 2021</p>	<p>ANNEX TO THE LAW N° 020/2021 OF 05/03/2021 APPROVING THE RATIFICATION OF THE LOAN AGREEMENT BETWEEN THE REPUBLIC OF RWANDA AND THE AFRICAN DEVELOPMENT BANK, RELATING TO THE LOAN OF ONE HUNDRED AND TWENTY-ONE MILLION FIVE HUNDRED AND TWO THOUSAND EUROS (EUR 121, 502,000) FOR MUVUMBA MULTIPURPOSE WATER RESOURCES DEVELOPMENT PROGRAM, SIGNED AT KIGALI, RWANDA ON 29 JANUARY 2021</p>	<p>ANNEXE A LA LOI N° 020/2021 DU 05/03/2021 APPROUVANT LA RATIFICATION DE L'ACCORD DE PRÊT ENTRE LA RÉPUBLIQUE DU RWANDA ET LA BANQUE AFRICAINE DE DÉVELOPPEMENT, RELATIF AU PRÊT DE CENT VINGT ET UN MILLION CINQ CENT DEUX MILLE EUROS (121.502.000 EUR) DESTINE AU PROGRAMME POLYVALENT DE DÉVELOPPEMENT DES RESSOURCES EN EAU DE MUVUMBA, SIGNÉ À KIGALI, AU RWANDA LE 29 JANVIER 2021</p>
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PROGRAM ID: P-RW-EA0-015

LOAN No.: 2000200004810

LOAN AGREEMENT

BETWEEN

REPUBLIC OF RWANDA

AND

AFRICAN DEVELOPMENT BANK

**(MUVUMBA MULTIPURPOSE WATER RESOURCES
DEVELOPMENT PROGRAM)**

**LOAN AGREEMENT MUVUMBA MULTIPURPOSE WATER RESOURCES
DEVELOPMENT PROGRAM**

PROGRAM ID: P-RW-EA0-015

LOAN No.: 2000200004810

This LOAN AGREEMENT, (the “Agreement”) is entered into this 29th day of January 2021, between the Republic of Rwanda (the “Borrower”) and the **AFRICAN DEVELOPMENT BANK** (the “Bank”).

WHEREAS:

- (A) The Borrower has requested the Bank to provide a loan out of its resources, to assist in financing the Muvumba Multipurpose Water Resources Development Program (the “Program”) as further described in Schedule II (*Program Description*) of this Agreement;
- (B) The Rwanda Water Resources Board shall be the Executing Agency for the Program; and
- (C) The Bank has agreed on the basis, *inter alia*, of the foregoing to extend to the Borrower as a loan, the amount specified in Section 2.01 (*Amount*) of this Agreement on the terms and conditions set forth or referred to in this Agreement.

NOW THEREFORE, the Parties hereto hereby agree as follows:

ARTICLE I

GENERAL CONDITIONS, CONVERSION GUIDELINES, DEFINITIONS

Section 1.01. **General Conditions and Conversion Guidelines**. The *General Conditions Applicable to the African Development Bank Loan Agreements and Guarantee Agreements (Sovereign Entities)* dated February 2009, as amended from time to time, (the “General Conditions”) and the Conversion Guidelines as defined herein constitute an integral part of this Agreement.

Section 1.02. **Inconsistency**. In the event of an inconsistency between any provision of this Agreement and the General Conditions or the Conversion Guidelines, the provisions of this Agreement shall prevail.

Section 1.03. **Definitions.** Unless the context otherwise requires, the capitalized terms used in this Agreement have the meanings ascribed to them in the General Conditions or in Schedule I (*Definitions*) to this Agreement.

Section 1.04. **Schedules.** The Schedules to this Agreement form an integral part of this Agreement and shall have effect as if set out in full herein.

ARTICLE II **THE LOAN**

Section 2.01. **Amount.** The Bank agrees to lend to the Borrower, on the terms and conditions set forth or referred to in this Agreement, a loan of an amount not exceeding One Hundred and Twenty One Million Five Hundred and Two Thousand Euros (EUR 121, 502,000) (the “Loan”), which amount may be converted from time to time through a Currency Conversion in accordance with the provisions of Article III (*Conversion of Loan Terms*) of this Agreement and the Conversion Guidelines, to assist in financing the Program.

Section 2.02. **Payment Dates.** The Payment Dates are

- (a) 1 March and 1 September in each year for USD, EUR, GBP and JPY; and
- (b) 1 February, 1 May, 1 August and 1 November of each year for ZAR.

Section 2.03. **Front-End Fee.**

- (a) The Borrower shall pay the Bank a non-refundable Front-End Fee on the Loan amount at a rate equal to zero point twenty-five percent (0.25%) of the Loan. The Borrower shall pay the Front-End Fee no later than sixty (60) days after the Date of Entry into Force, or at first disbursement, whichever is the earlier.
- (b) **Deduction of Front-End Fee.** The Borrower may, by notice in writing, request that the Front-End Fee be paid out of the proceeds of the Loan and, the Bank shall upon receipt of such request, on behalf of the Borrower, withdraw an amount equivalent to the Front-End Fee from the Loan and pay to itself such fee.
- (c) The Borrower shall pay the Front-End Fee on the full Loan amount notwithstanding any full or partial cancellation of the Loan occurring after the Date of Entry into Force.
- (d) No disbursement of the Loan shall be made until the Bank has received from the Borrower payment in full of the Front-End Fee.

Section 2.04. **Commitment Charge.** The Borrower shall pay a Commitment Charge computed at a rate equal to zero point twenty-five per cent (0.25%) per annum on the Undisbursed Loan

Balance, which shall begin to accrue sixty (60) days after the Date of the Loan Agreement. The Commitment Charge shall be payable on each Payment Date including during the Grace Period. The Commitment Charge shall cease to accrue upon full disbursement or cancellation of the Loan.

Section 2.05. **Interest.**

- (a) Until the initial Interest Rate Conversion, and subject to Section 2.06 (*Interest Rate Substitution*) of this Agreement, the interest payable by the Borrower on the Disbursed Loan Balance, for each Interest Period shall be at a percentage rate per annum equal to the sum of the:

- (i) Floating Base Rate;
- (ii) Lending Margin;
- (iii) Funding Cost Margin; and
- (iv) Maturity Premium;

provided, however, that if the interest payable is less than zero, the interest rate shall be deemed to be zero.

- (b) Pursuant to an Interest Rate Conversion, the interest payable by the Borrower on the Disbursed Loan Balance that is subject to the Interest Rate Conversion, for each Interest Period shall, subject to Section 2.06 (*Interest Rate Substitution*) of this Agreement, be at a percentage rate per annum equal to the sum of the:

- (i) Fixed Base Rate;
- (ii) Lending Margin;
- (iii) Funding Cost Margin; and
- (iv) Maturity Premium.

provided, however, that if the interest payable is less than zero, the interest rate shall be deemed to be zero.

- (c) **Notification of Interest Rates.** The Bank shall notify the Borrower of the interest rate applicable for each Interest Period as soon as it determines such interest rate.

- (d) **Payment of Interest.** The Borrower shall pay the accrued interest in paragraphs (a) and (b) herein on each Payment Date including during the Grace Period.

Section 2.06. **Interest Rate Substitution.** If, for any reason whatsoever, the Bank cannot determine or calculate the Floating Base Rate or, with respect to amounts of the Loan to which an Interest Rate Conversion applies, the Fixed Base Rate (for amounts for which a Fixed Base Rate has not previously been determined) in accordance with Section 2.05 (*Interest*) of this Agreement, the Bank shall promptly notify and consult the Borrower in order to decide on a substitute interest rate in accordance with Section 3.03 (b) and (c) (*Interest*) of the General Conditions.

Section 2.07. **Computations.** Any Interest, Commitment Charge and fee accruing under this Agreement shall be computed on the basis of actual days elapsed (including the first day but excluding the last day) occurring in the period for which such Interest or Commitment Charge is payable and (i) a year of three hundred and sixty (360) days for USD, EUR, GBP and JPY; (ii) a year of three hundred and sixty-five (365) days for ZAR; and (iii) in respect of any currency other than USD, EUR, GBP, JPY and ZAR, such market convention calendar days as determined by the Bank and notified to the Borrower.

Section 2.08. **Repayment of Principal.** Without prejudice to Section 7.01 (*Events of Acceleration*) of the General Conditions, the Borrower shall repay the Disbursed Loan Balance over a period of seventeen (17) years after the expiration of the Grace Period by means of thirty four (34) equal and consecutive semi-annual installments payable on each Payment Date. The first of such installments shall be payable on the first Payment Date immediately following the expiration of the Grace Period.

Section 2.09. **Prepayment.**

- (a) Pursuant to the provisions of Section 3.06 (*Repayment and Prepayment*) of the General Conditions, the Borrower shall have the right to prepay all or part of the Disbursed Loan Balance prior to its maturity without any prepayment costs other than any applicable Conversion Unwinding Costs, which shall be determined by the Bank and notified to the Borrower.
- (b) If a Conversion has been effected on any Loan amount that is to be prepaid, the Borrower shall, at the time of the prepayment, pay the applicable Conversion Unwinding Costs, and a transaction fee for the early termination of the Conversion, in such amount or at such rate as notified by the Bank and in effect at the time of receipt by the Bank of the notice of prepayment.
- (c) Unless otherwise expressly indicated by the Borrower in its prepayment notice, prepaid amounts shall be applied *pro rata* to all outstanding Loan maturities.

- (d) Any partial prepayment in respect of an amount of the Loan to which a Conversion has been effected shall not be in an amount less than the minimum principal amount for Conversions provided in the Conversion Guidelines.
- (e) The Borrower may not re-borrow from the Bank, amounts prepaid under this Agreement.

Section 2.10. **Partial Payments.** If the Borrower at any time, makes a payment to the Bank, which is less than the full amount of all sums due and payable to the Bank hereunder, such payment shall, unless the Bank otherwise agrees, be applied in the following order: Front-End Fee, Commitment Charge, Conversion Unwinding Costs, transaction fee if applicable, interest, and lastly to principal.

Section 2.11. **Currencies, Mode and Place of Payments.**

- (a) Subject to the provisions of Section 4.04 (*Temporary Currency Substitution*) of the General Conditions, all amounts due to the Bank under this Agreement shall be payable in the Loan Currency.
- (b) Any amount due to the Bank pursuant to this Agreement, shall be payable without being subject to any restriction, tax set-off or deduction on account of exchange rate fluctuations, transmission, other transfer charges or other reasons of any nature whatsoever.
- (c) Such amounts shall be paid into a bank account of the Bank, which the Bank shall notify to the Borrower from time to time and shall be deemed to have been paid only when and to the extent that the Bank has actually received the full amount due in the Loan Currency on the due date. If the due date falls on a day which is not a Business Day, such amount shall be paid so that it is actually received by the Bank on the next Business Day in its account and interest and Commitment Charge shall continue to accrue for the period from such due date to the next succeeding Business Day.

Section 2.12. **Certificates and Determinations.** Any certification or determination by the Bank of a rate or amount under this Agreement is, in the absence of manifest error, conclusive evidence of the matters to which it relates.

ARTICLE III **CONVERSION OF LOAN TERMS**

Section 3.01. **Conversions Generally.** The Borrower may at any time request any of the following Conversions of the terms of any portion of the Loan in order to facilitate prudent debt management: (i) Currency Conversion; (ii) Interest Rate Conversion; (iii) Interest Rate Cap; or

(iv) Interest Rate Collar. Each such request shall be furnished by the Borrower to the Bank in accordance with the Conversion Guidelines and, shall, upon acceptance and effectuation by the Bank, be considered a Conversion for the purposes of this Loan Agreement and the Conversion Guidelines.

Section 3.02. **Conversion Fees.** The Borrower shall, upon receipt of notice in writing, pay to the Bank:

- (a) the applicable transaction fee for the Conversion, and for each early termination of a Conversion, including any early termination pursuant to Section 2.09(b) (*Prepayment*) of this Agreement and Section 7.01 (*Events of Acceleration*) of the General Conditions; and
- (b) Conversion Unwinding Costs, if any, for each early termination of a Conversion, in such amount or at such rate, in such currency and at such times as announced by the Bank from time to time in accordance with the applicable Conversion Guidelines.

ARTICLE IV

ENTRY INTO FORCE AND DISBURSEMENT

Section 4.01. **Entry into Force.** The Loan Agreement shall enter into force upon fulfillment by the Borrower of the provisions of Section 12.01 (*Entry into Force*) of the General Conditions.

Section 4.02. **Disbursement.** The proceeds of the Loan shall be disbursed by the Bank, subject to the provisions of (a) Article V (*Disbursement of the Loan*) of the General Conditions; (b) the Disbursement Handbook; (c) the Disbursement Letter; (d) Article IV (*Entry into Force and Disbursement*) of this Agreement; and (e) such additional instructions as the Bank may specify by notice to the Borrower, to finance Eligible Expenditures as set forth in Schedule III (*Allocation of the Loan*) to this Agreement.

Section 4.03. **Currencies of Disbursement.** Subject to Section 4.04 (*Temporary Currency Substitution*) of the General Conditions, all disbursements of the Loan shall be denominated in the Original Loan Currency, unless and until such time as they become part of a Currency Conversion in accordance with the provisions of Article III (*Conversion of Loan Terms*) of this Agreement and the Conversion Guidelines.

Section 4.04. **Conditions Precedent to First Disbursement.** In addition to the provisions of Section 4.01 (*Entry into Force*), the obligation of the Bank to make the first disbursement of the Loan shall be subject to the satisfaction of the following conditions by the Borrower:

- (a) the execution and delivery of a Subsidiary Agreement between the Executing Agency and the Borrower in which the Borrower on-grants the proceeds of the Loan to the Executing Agency, in form and substance satisfactory to the Bank; and
- (b) submission of evidence of the recruitment of a Program Manager/Dam Engineer as well as the designation of an Accountant for the Program, with qualifications and terms of reference acceptable to the Bank.

Section 4.05. **Conditions Precedent to Disbursements for Works Involving Resettlement.**

Subject to the provisions of Section 4.01 (*Entry into Force*) and Section 4.04 (*Conditions Precedent to First Disbursement*) of this Agreement, the obligation of the Bank to disburse the Loan for works that involve resettlement shall be subject to the satisfaction of the following additional conditions by the Borrower:

- (a) Submission of a works and compensation schedule prepared in accordance with the Full Resettlement Action Plan (“FRAP”) and the Bank’s Safeguards Policies in form and substance satisfactory to the Bank detailing: (i) each lot of civil works under the Program; and (ii) the time frame for compensation and/or resettlement of all Project affected persons (“PAPs”) in respect of each lot;
- (b) Submission of satisfactory evidence that all Project affected persons (“PAPs”) in respect of civil works in a given lot have been compensated and/or resettled in accordance with the Environmental and Social Management Plan (ESMP), the FRAP and / or the agreed works and compensation schedule and the Bank’s Safeguards Policies, prior to the commencement of civil works in such lot and in any case before the PAPs’ actual move and/or taking of land and related assets; and/or
- (c) In lieu of paragraph (b) above, submission of satisfactory evidence indicating that the resources allocated for the compensation and/or resettlement of PAPs have been deposited in a dedicated account in a bank acceptable to the Bank or remitted to a trusted third party acceptable to the Bank, where the Borrower can prove, to the satisfaction of the Bank that, compensation and /or resettlement of PAPs in accordance with paragraph (a) above could not be undertaken fully or partially, because of the following reasons:
 - (i) the identification of the PAPs by Borrower is not feasible or possible;
 - (ii) ongoing litigation involving the PAPs and / or affecting the compensation and/or resettlement exercise; or
 - (iii) any other reason beyond the control of the Borrower, as discussed and agreed with the Bank.

Section 4.06. **Closing Date.** For purposes of Section 6.03 (*Cancellation by the Bank*) of the General Conditions, the Closing Date shall be **30 June 2027**, or such later date as shall be agreed upon in writing between the Borrower and the Bank.

ARTICLE V

UNDERTAKINGS

Section 5.01. The Borrower declares its commitment to the objectives of the Program. To this end, the Borrower shall carry out the Program, and shall cause the Executing Agency and, its contractors and/or agents to carry out the Program, in accordance with the provisions of Article IX (*Project Implementation - Cooperation and Information*) of the General Conditions and this Agreement.

Section 5.02 **Institutional Arrangements.**

- (a) The Rwanda Water Resources Board shall be the Executing Agency for the Program.
- (b) The Executing Agency shall be responsible for inter alia the following:
 - (i) the day-to-day implementation of the Program including preparation and submission of the Program quarterly progress reports, interim quarterly financial reports, and audit report to the Bank;
 - (ii) facilitating collaborations with stakeholders; and
 - (iii) all Program related monitoring and evaluation activities including compliance with the Bank's procurement, financial management and control requirements.
- (c) The Borrower shall and shall cause the Executing Agency to maintain the existing Single Project Implementation Unit (the "SPIU") within the Executing Agency. The Program Implementation Team ("PIT"), imbedded within the SPIU will be responsible for implementation of the Program. The PIT shall remain operational at all times until completion of the Program, with the mandate, staffing and resources acceptable to the Bank.
- (d) The PIT shall be comprised of the following staff: Program Manager/ Dam Engineer; Water Resources Engineer; Procurement Expert; Environment Safeguards Officer; Program Accountant and Social Development Expert. The SPIU will work with the technical team at district level, who will be closely involved in the implementation.

- (e) In addition to the PIT, staff will be appointed from Water & Sanitation Corporation Limited, Rwanda Energy Group and the Rwanda Agriculture Board to serve as sector focal points and to ensure smooth implementation of the Program.
- (f) The Program will also recruit a qualified design review and supervision consulting firm and establish an independent panel of dam experts to support implementation of the Program. The independent panel of experts will directly support the Executing Agency with independent opinions of the design review and supervision consultant's inputs into the construction of the dam.
- (g) At national level, the Recipient and the Executing Agency shall establish a Steering Committee (the "SC") with members from the relevant line ministries in charge of finance, water supply and sanitation, energy, environment, water resources, agriculture and local government and other relevant government institutions to ensure efficient coordination of the Program. The Chairperson of the SC will be a permanent secretary level representative of the Ministry in charge of water resources and the SC will remain throughout the Program duration to provide high-level guidance on the Program implementation.
- (h) The SC shall provide strategic, policy and implementation oversight including the review and approval of the program annual work plans and budgets.

Section 5.03. **Environmental and Social Safeguards.**

- (a) The Borrower shall, and shall cause the Executing Agency and all its contractors, subcontractors and agents to:
 - (i) carry out the Program in accordance with the Environmental and Social Management Plan ("ESMP"), and the Full Resettlement Action Plan ("FRAP") and /or the agreed works and compensation schedule, the Bank's Safeguards Policies and the applicable national legislation in a manner and in substance satisfactory to the Bank;
 - (ii) prepare and submit to the Bank, as part of the Program Report in Section 8.01 (*Program Report*) of this Agreement, quarterly reports on the implementation of the ESMP and the FRAP including any deficiencies identified and the corrective measures thereto; and
 - (iii) refrain from taking any action which would prevent or interfere with the implementation of the ESMP, the FRAP including any amendment, suspension, waiver, and/or avoidance of any provision thereof, whether in whole or in part, without the prior written concurrence of the Bank.

- (b) The Borrower shall not and shall cause the Executing Agency and all its contractors, sub-contractors and agents not to commence implementation of any works on any section of a given lot under the Program, unless all PAPs such lot have been compensated and/or resettled in accordance with the FRAP and/or the agreed works and compensation schedule.
- (c) cooperate fully with the Bank in the event that the implementation of the Program or a change in the Program scope results in hitherto unforeseen displacement of persons, and shall not commence implementation of any works on the affected area under the Program, unless all Project affected persons (PAPs) in such areas have been compensated and/or resettled in accordance with a RAP, to be prepared by the Borrower.

Section 5.04 **Integrity**. The Borrower shall, and shall cause the Executing Agency, and any of its contractors or agents to, carry out the Program in accordance with the provisions of the AntiCorruption Policies.

Section 5.05. **Other Conditions**. The Borrower shall provide evidence of the fulfillment of the following conditions, within six (6) months of the first disbursement of the Loan, in form and substance satisfactory to the Bank:

- (a) the recruitment of: (I) Water Resources Engineer; (II) Procurement Expert; (III) Environment Safeguards Officer; and (IV) Social Development Expert to strengthen the PIT, with qualifications and terms of reference acceptable to the Bank; and
- (b) the recruitment of the design review and supervision consulting firm to support implementation of the Program, with qualifications and terms of reference acceptable to the Bank.

Section 5.06. **Subsidiary Agreement**

- (a) To facilitate the implementation of the Executing Agency of the Program, the Borrower shall on-grant the proceeds of the Loan to the Executing Agency under a subsidiary agreement between the Borrower and the Executing Agency (the “Subsidiary Agreement”) under terms and conditions approved by the Bank, which shall include inter alia (i) the roles and responsibilities of the Executing Agency with regard to the implementation of the Program; (ii) the obligation of the Executing Agency to comply with the reporting, financial management, technical, fiduciary, safeguards, monitoring and other relevant requirements applicable to the Program in accordance with the provisions of this Agreement.
- (b) The Borrower shall exercise its rights under the Subsidiary Agreement in such manner as to protect the interest of the Borrower and the Bank and to accomplish the purposes

of the Loan. Except as the Bank shall otherwise agree, the Borrower shall not assign, amend, abrogate or waive the Subsidiary Agreement or any of its provisions.

- (c) Notwithstanding the foregoing, in the event of a conflict between the provisions of the Subsidiary Agreement and those of this Agreement, the provisions of this Agreement shall prevail.

ARTICLE VI

ADDITIONAL REMEDIES OF THE BANK

Section 6.01. **Other Events of Suspension.** For the purpose of Section 6.02 (1) (l) (*Other Events of Suspension*) of the General Conditions, the other events of suspension consist of the following:

- (a) The Executing Agency's Legislation has been amended, suspended, repealed or waived or in the opinion of the Bank, the legal character, ownership or control of the Executing Agency has changed from that prevailing as of the Date of the Loan Agreement, so as to materially and adversely affect the ability of the Executing Agency to perform any of its obligations arising under or entered into pursuant to the Loan Agreement, or to achieve the objectives of the Program;
- (b) Any action has been taken for the dissolution, disestablishment or suspension of operations of the Executing Agency;
- (c) The Executing Agency has failed to perform any of its obligation under the Subsidiary Agreement; and
- (d) Any circumstance arising which in the opinion of the Bank interferes with or threatens to interfere with the successful completion of the Program or the accomplishment of its purposes.

Section 6.02. **Other Events of Acceleration.** In addition to events in Section 7.01 (*Events of Acceleration*) of the General Conditions, the other event of acceleration consists of any event specified in Section 6.01 (*Other Events of Suspension*) of this Agreement which has occurred and is continuing for a period of thirty (30) days after notice of the event has been given by the Bank to the Borrower or such later date as shall be agreed upon in writing between the Borrower and the Bank.

ARTICLE VII

PROCUREMENT

Section 7.01. **Procurement.** All Goods, Works, Non-Consulting Services and Consulting Services required for the Program and to be financed out of the proceeds of the Loan shall be procured in accordance with the requirements set forth or referred to in the Procurement Framework and the Borrower's Procurement Plan for the Program set forth in Schedule IV (*Procurement Plan*) of this Agreement which may be amended from time to time in accordance with Section 7.03 (*Procurement Plan*) of this Agreement.

Section 7.02. **Definitions.** Unless the context otherwise requires, the capitalized terms used in this Article VII (*Procurement*) including those describing particular procurement methods or methods of review by the Bank of particular contracts, have the meanings ascribed to them in the Procurement Framework.

Section 7.03. **Procurement Plan.** The Procurement Plan shall cover the entire Program implementation period and shall be updated by the Borrower on an annual basis or as needed, and each such update shall, to the extent practicable, cover a period of at least eighteen (18) months of the Program implementation period. Any revisions or updates to the Procurement Plan shall be made in writing with the Bank's prior approval.

Section 7.04. **Use of the Borrower's Procurement System**

- (a) **Eligibility.** The proceeds of the Loan shall be used for the procurement of Goods, Works, Non-Consulting Services and Consulting Services satisfying the applicable country of origin requirements prescribed in the Rwanda Public procurement Law No. 62/2018 and its Regulations (the "Borrower's Procurement System"), except that, the proceeds of the Loan shall not be used for the procurement of:
- (i) firms from a country or goods manufactured in, a country excluded in compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations;
 - (ii) firms sanctioned by the Bank in accordance with the Anti- Corruption Policies; and/ or
 - (iii) goods manufactured in, or services supplied from, territories of non-Member States for contracts with a value exceeding the equivalent of One Million Units of Account (UA 1,000,000) for Goods, Six Million Units of Account (UA 6,000,000) for Works, and Three Hundred Thousand Units of Account (UA 300,000) for Consulting Services.

- (b) **Methods.** The following procurement will be undertaken in accordance with the Borrower's Procurement System using the relevant National Standard Bidding Documents or National Model Bidding Documents and the methods prescribed in the Procurement Plan:
- (i) Each contract for Civil Works with an estimated value of less than Four Million Two Hundred Thousand Euro (EUR 4,200,000), required for the Program;
 - (ii) Each contract for Non-Consulting Services with an estimated value of less than Fifty Thousand Euro (EUR 50,000) required for the Program;
 - (iii) Each contract for Goods with an estimated value of less than Two Hundred Thousand Euro (EUR 200,000), required for the Program;
 - (iv) Each contract for Consulting Services, using a firm, with an estimated value of less than Three Hundred Sixty Thousand Euro (EUR 360,000) required for the Program; and
 - (v) Each contract for Consulting Services, using an individual, with an estimated value of less than Fifty Thousand Euro (EUR 50,000) required for the Program.
- (c) **Reservation of Rights by the Bank.** The Bank reserves the right to, in its sole discretion, require the use of the Bank's Procurement Methods and Procedures in the event that:
- (i) a revision introduced in the Borrower's Procurement System adversely and substantially impacts the execution of procurement activities under the Program;
 - (ii) any required risk mitigation measures are not satisfactorily implemented and/ or heightened risks are observed; or
 - (iii) any audit finds deficiencies and inadequacies in the Borrower's Procurement System; or
 - (iv) complaints are not properly addressed under the Borrower's complaints handling procedures and mechanisms, which no longer provide a credible recourse as well as an impartial and equitable dispute resolution mechanism; or
 - (v) any other event or circumstances occur which, in the reasonable opinion of the Bank, may require the use of the Bank's Procurement Methods and Procedures.

(d) **Procurement Oversight.**

- (i) The Borrower shall cause the Rwanda Public Procurement Authority (RPPA) or the Office of Auditor General to carry out a procurement audit in accordance with the Borrower's Procurement System on an annual basis. The annual procurement audit report shall be submitted to the Bank no later than six (6) months after the end of each calendar year.
- (ii) The Bank may, in its sole discretion, require independent procurement audits or inspections to be undertaken by independent auditors appointed by the Bank. The costs of such independent audits or inspections shall be borne by the Bank.

Section 7.05. **Use of the Bank's Procurement Methods and Procedures (PMPs).**

- (a) **Eligibility.** Subject to the provisions of Section 7.04 (a) (iii) (*Use of the Borrower's Procurement System*) of this Agreement, the proceeds of the Loan shall be used exclusively for the procurement of goods manufactured in, or services supplied from the territories of the Member States.
- (b) **Methods.** The following procurement will be undertaken in accordance with the Bank's Procurement Methods and Procedures using the relevant Standard Solicitation Documents and the methods prescribed in the Procurement Plan:
 - (i) Each contract for Civil Works with an estimated value of Four Million Two Hundred Thousand Euro (EUR 4,200,000) or more, required for the Program;
 - (ii) Each contract for Non-Consulting Services with an estimated value of Fifty Thousand Euro (EUR 50,000) or more, required for the Program;
 - (iii) Each contract for Goods with an estimated value of Two Hundred Thousand Euro (EUR 200,000) or more, required for the Program;
 - (iv) Each contract for Consulting Services, using a firm, with an estimated value of Three Hundred Sixty Thousand Euro (EUR 360,000) or more required for the Program; and
 - (v) Each contract for Consulting Services, using an individual, with an estimated value of Fifty Thousand Euro (EUR 50,000) or more required for the Program.
- (c) **Procurement Oversight .**
 - (i) The Procurement Plan shall set forth those contracts, which shall be subject to the Bank's Prior Review and Post Review.

- (ii) In accordance with Section 9.02 (c) (*Cooperation and Information*) of the General Conditions, the Bank may, upon reasonable notice to the Borrower, conduct supervision missions, independent procurement reviews and inspection concerning the procurement undertaken using the proceeds of the Loan.

Section 7.06. **Advance Contracting**

- (a) Subject to the provisions of paragraph (b) below, the Bank authorized use of Advance Contracting procedures for the recruitment of a consulting firms for study review and supervision of works and detailed design for irrigation scheme and livestock water use as well as the recruitment of individuals (Independent Panel of Experts and Program Manager) required for the Program in accordance with the Bank's PMPs and recruitment of Program Implementation Team members required for the Program in accordance with the Borrower's Procurement System prior to the Date of the Loan Agreement .
- (b) The Borrower acknowledges and agrees that the authorization by the Bank for the use of Advance Contracting in accordance with paragraph (a) above, does not, in any way constitute an offer or undertaking by the Bank to finance the contracts awarded by the Borrower in respect of the Advance Contracting.

Section 7.07. **Reports and Retention of Documents.**

- (a) The Borrower shall and shall cause the Executing Agency to maintain and record all relevant information concerning the procurement activities undertaken for the Program and shall include said information in each Program Report to be submitted to the Bank on a quarterly basis in accordance with the provisions of Section 8.01 (*Program Report*) of this Agreement.
- (b) The Borrower shall and shall cause the Executing Agency to retain copies of records (contracts, orders, invoices, bills, receipts and other documents) for periodic review and inspection by the Bank in accordance with Section 9.09 (c) (*Accounts, Records and Audit*) of the General Conditions.
- (c) Notwithstanding the provisions of sub-section (b) above, the Bank may, by notice in writing, require the Borrower to keep all records (contracts, orders, invoices, bills, receipts and other documents) evidencing expenditures financed with the Loan for a longer period as stipulated in the notice, in the event of an investigation or inquiry by the Bank under the Program, including without limitation in the following instances: (i) the Borrower fails to submit the Program audit reports; (ii) qualified Program audit reports are received by the Bank; and/or (iii) ineligible expenditures have been incurred by the Borrower and have not been fully reimbursed to the Bank.

ARTICLE VIII

PROGRAM REPORTING

Section 8.01. **Program Report.** The Borrower shall and shall cause the Executing Agency to monitor the progress of the Program and prepare Program Reports in accordance with the provisions of Section 9.09 (*Accounts, Records and Audit*) of the General Conditions and on the basis of indicators acceptable to the Bank. Each Program Report shall cover a period of one (1) calendar quarter and shall be furnished to the Bank no later than forty-five (45) days after the end of the period covered by such report.

Section 8.02. **Completion Report.** The Borrower shall prepare and submit to the Bank a Completion Report, pursuant to Section 9.10 (*Completion Report*) of the General Conditions, no later than six (6) months after the Closing Date.

ARTICLE IX

FINANCIAL MANAGEMENT

Section 9.01. **Internal Control.** The Borrower shall and shall cause the Executing Agency to maintain proper records and procedures in accordance with the provisions of Section 9.09 (*Accounts, Records and Audit*) of the General Conditions.

Section 9.02. **Interim Financial Reporting.** Without limitations to the provisions of Article IX (*Financial Management*) of this Agreement, the Borrower shall prepare and furnish to the Bank quarterly financial reports for the Program no later than forty-five (45) days after the end of the respective quarter in form and substance satisfactory to the Bank.

Section 9.03. **Financial Audit.**

- (a) The Borrower shall have its financial statements for the Program audited and certified in accordance with terms of reference acceptable to the Bank by the Office of the Auditor General for State Finances or a competitively recruited independent auditor appointed by the Borrower with the approval of the Bank.
- (b) Each audit of the financial statements shall cover a period of one (1) financial year except (i) the first audit, which may cover a period not exceeding eighteen (18) months after the date of first disbursement of the Loan, if such first disbursement occurs in the second half of the applicable financial year; and (ii) the final audit, which may cover a period not exceeding eighteen (18) months, if the Closing Date occurs within the first half of the applicable financial year.
- (c) The audit reports shall comprise inter alia (i) a complete set of financial statements for the applicable financial year with the auditor's opinion on said financial statement; and

(ii) the management letter, shall be furnished to the Bank no later than six (6) months after the end of the financial year. The last complete set of the annual audit report at the end of the Program shall be submitted to the Bank no later than six (6) months after the Closing Date.

- (d) The cost of the external audit will be borne out of the proceeds of the Loan whenever such external audit is conducted by a competitively recruited independent auditor.

ARTICLE X

AUTHORIZED REPRESENTATIVES, DATE, ADDRESSES

Section 10.01. **Authorized Representatives.** The Minister responsible for Finance and Economic Planning or such other person as the Minister may designate in writing shall be the authorized representative for the purposes of Article XI (*Miscellaneous Provisions*) of the General Conditions.

Section 10.02. **Date of the Loan Agreement.** For all purposes of this Agreement, the date of this Agreement shall be that appearing in the preamble hereof.

Section 10.03. **Addresses.** The following addresses are specified for the purposes of Article XI (*Miscellaneous Provisions*) of the General Conditions:

For the Borrower:

Mailing Address:

Ministry of Finance and Economic Planning
B. P. 158
Kigali
REPUBLIC OF RWANDA
Tel: (250) 252 575 756
Fax: (250) 252 577 581

Attention:

Minister of State in charge of Economic Planning

For the Bank:

Headquarters Address:

African Development Bank
01 B.P. 1387
Abidjan 01
REPUBLIC OF COTE D'IVOIRE
Tel: (225) 20.26.39.00

Attention:

Director, Water Development and Sanitation

Country Office Mailing Address:

African Development Bank Group
Boulevard de l'Umuganda
Building Glory House, 3rd & 4th floors;
Kacyiru Road
P.O. Box 7329
Kigali
REPUBLIC OF RWANDA
Tel: (+250) 252 504250
Fax: (+250) 252 504298

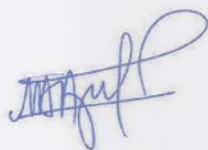
Attention:

Country Manager

Rwanda Country Office (CORW)

IN WITNESS WHEREOF the Borrower and the Bank, each acting through its authorized representative, have signed this Agreement in two (2) original counterparts in English on the date appearing in the opening sentence of this Agreement.

THE REPUBLIC OF RWANDA



**UZZIEL NDAGIJIMANA
MINISTER OF FINANCE AND
ECONOMIC PLANNING**

FOR AFRICAN DEVELOPMENT FUND



NNENNA NWABUFO
DIRECTOR GENERAL
EAST AFRICA REGIONAL DEVELOPMENT
AND BUSINESS DELIVERY OFFICE

SCHEDULE I

DEFINITIONS

1. **“Agreement”** means this loan agreement as may be amended from time to time as well as all the schedules and supplements thereto.
2. **“Anti-Corruption Policies”** means, the Uniform Framework for Preventing and Combating Fraud and Corruption dated September 2006, the Whistle Blowing and Complaints Handling Policy dated January 2007, the Procurement Framework, the Cross- Debarment Agreement and the Sanctions Procedures of the African Development Bank Group issued November 18, 2014 as the same may be amended from time to time.
3. **“Approved Currency”** means, any currency approved as a lending currency by the Bank, which, upon the Conversion, becomes the Loan Currency.
4. **“Bank”** means, the African Development Bank.
5. **“Bank’s Safeguards Policies”** means, the policies, procedures and guidelines of the Bank that concern environmental and social matters including, the Bank Group Integrated Safeguards System (Policy Statement, Operational Safeguards and Guidance Materials), the Involuntary Resettlement Policy, the Environmental and Social Assessment Procedures, the Bank Group Policy for Disclosure and Access to Information, the Bank Group Policy on Poverty Reduction, and the Gender Policy as may be amended and revised from time to time.
6. **“Business Day”** means any day (other than a Saturday or Sunday) on which commercial banks or money markets are open for general business for such transactions as are required by this Agreement at any given place, including:
 - (i) London for LIBOR resets;
 - (ii) TARGET2 for EURIBOR resets and payments in EUR;
 - (iii) Johannesburg for JIBAR resets and payments in ZAR;
 - (iv) New York for payments in USD;
 - (v) Tokyo for payments in JPY;
 - (vi) in relation to any date for payment or purchase of a currency other than EUR, GBP, JPY, USD or ZAR) the principal financial centre of the country of that currency; and
 - (vii) Abidjan and Kigali, for any other transaction under the Agreement.

7. **“Completion Report”** means, a comprehensive report on the execution and the initial operation of the Program, including its cost and benefits derived and to be derived from it, the performance by the Parties’ respective obligations under the Agreement, the accomplishment of the purposes of the Loan and the plan designed to ensure the sustainability of the Program achievements, amongst others to be prepared and submitted by the Borrower to the Bank in accordance with the terms of this Agreement.
8. **“Conversion”** means, a conversion as described in Section 3.01 (*Conversions generally*) of this Agreement.
9. **“Conversion Guidelines”** means, the *African Development Bank Guidelines for Conversion of Loan Terms* issued from time to time by the Bank, and in effect at the time of the Conversion.
10. **“Conversion Unwinding Costs”** means any cost the Bank may incur in relation to cancellation or adjustment in the Conversion contracts executed by the Bank upon request from the Borrower in case of (i) prepayment in full or part of the Loan before maturity, (ii) payment default or (iii) cancellation or adjustment in the Conversion transaction(s) for any reason under the Agreement.
11. **“Cross Debarment Agreement”** means the Agreement for Mutual Enforcement of Debarment Decisions dated 9 April 2010 and entered into, amongst the African Development Bank Group, the Asian Development Bank, the European Bank for Reconstruction and Development, the Inter-American Development Bank Group and the World Bank Group as the same may be amended from time to time.
12. **“Currency Conversion”** means a change of the Loan Currency of all or a portion of the disbursed or undisbursed amount of the Loan, to an Approved Currency in accordance with the Conversion Guidelines.
13. **“Disbursed Loan Balance”** means the principal amount of the Loan disbursed to the Borrower and outstanding from time to time.
14. **“Disbursement Handbook”** means the Disbursement Handbook of the African Development Bank Group dated March 2020 setting out the disbursement policies, guidelines, practices, and procedures of the Bank Group as amended from time to time.
15. **“Eligible Expenditures”** means expenditure determined as eligible for Bank Group financing under the Policy on Expenditure Eligible for Bank Group Financing dated March 2008 as amended from time to time.
16. **“Environmental and Social Impact Assessment”** or ‘ESIA’ means a tool to identify and assess the likely environmental and social impacts of the Program, to determine

their magnitude and significance, and to define management or mitigation measures designed to avoid and minimize where possible, or if not, to offset or compensate for adverse impacts and risks.

17. **“Environmental and Social Management Framework” or “ESMF”** means a safeguard document that establishes a mechanism to determine and assess future potential environmental and social impacts of a project or programme when uncertainty remains on the project component or exact location.
18. **“Environmental and Social Management Plan” or “ESMP”** means an instrument developed as the outcome of an ESIA of the Program that sets out the action plan of environmental and social management measures to be implemented by the Borrower, as the same may be amended, supplemented or updated from time to time in concurrence with the Bank.
19. **“EURIBOR”** means, in relation to each Interest Period, the Euro Interbank Offered Rate administered by the European Money Markets Institute (or any other person which takes over the administration of that rate) for deposits in Euro for a six (6)-month period displayed on page EURIBOR01 of the Thomson Reuters screen (or any replacement Reuters page which displays that rate) or on the appropriate page of such other information service which publishes that rate from time to time in place of Thomson Reuters, as of 11:00 a.m. (Brussels time), two TARGET Days prior to the relevant Reset Date. If such page or service ceases to be available, the Bank may specify another page or service displaying the relevant rate after consultation with the Borrower.
20. **“Euro(s)” or “EUR”** shall mean the single currency of the European Participating Member States.
21. **“European Participating Member States”** means any member state of the European Union that has the euro as its lawful currency in accordance with legislation of the European Union relating to Economic and Monetary Union.
22. **“Executing Agency’s Legislation”** means Law No. 71 /2019 of 29 January 2020 establishing the Rwanda Water Resources Board as a non-commercial public institution to ensure the availability of enough and well managed water resources for sustainable development.
23. **“Fixed Base Rate”** means the amortizing market swap rate determined in accordance with financial market conditions and calculated on the Fixing Date based on the principal amortizing schedule of one or several particular tranches of the Loan.
24. **“Fixing Date”** means, for a loan for which a Fixed Base Rate is requested, a maximum of two (2) Business Days before the Fixed Base Rate value date.
25. **“Floating Base Rate”** means, for any Interest Period, the relevant Reference Rate.

26. **“Front-End Fee”** means the fee described and specified in Section 2.02 (*Front-End Fee*).
27. **“Full Resettlement Action Plan” or “FRAP”** means a comprehensive planning document prepared by the Borrower in accordance with the Bank’s Safeguards Policies that specifies the procedures that an involuntary resettlement process that involves two hundred (200) or more Project affected persons (PAPs) or any project that is likely to have adverse effects on vulnerable groups shall follow, and the actions that shall be taken to compensate PAPs and communities, as the same may be amended, supplemented or updated from time to time in concurrence with the Bank.
28. **“Funding Cost Margin”** means, the six (6)-month adjusted average of the difference between: (i) the refinancing rate of the Bank as to the borrowings linked to the relevant Floating Base Rate and allocated to all its floating interest loans denominated in the loan currency; and (ii) the relevant Floating Base Rate for each semester ending on 30 June and on 31 December; which shall be added to the relevant Floating Base Rate which resets on 1 February and on 1 August. The Funding Cost Margin shall be determined semi-annually on 1 January for the semester ending on 31 December and on 1 July for the semester ending on 30 June. With respect to amounts of the Loan to which Currency Conversion applies, the respective Funding Cost Margin of the new Loan Currency as advised to the Borrower by the Bank will be applicable.
29. **“Grace Period”** means the eight (8) year period commencing from the Date of the Loan Agreement and during which the principal is not payable except in the event of acceleration or early repayment of the Loan in accordance with the provisions of this Agreement.
30. **“Interest Period”** means a (i) six (6) month period for USD, EUR, GBP and JPY, or a (ii) three (3) month period for ZAR, based on the relevant Reference Rate and beginning on a Payment Date, except the First Interest Period which, shall begin to run on the date of the first disbursement of the Loan to the first Payment Date immediately following such disbursement. Each Interest Period, thereafter, shall begin to run at the date of expiry of the preceding Interest Period, even if the first day of this Interest Period is not a Business Day. Notwithstanding the foregoing, any period less than six (6) months for USD, EUR, GBP and JPY or three (3) months for ZAR, running from the date of a disbursement to the Payment Date immediately following such disbursement shall be deemed an Interest Period.
31. **“Interest Rate Cap”** means the establishment of an upper limit to the Floating Base Rate on all or any portion of the Disbursed Loan Balance in accordance with the provisions of Article III (*Conversion of Loan Terms*) of this Agreement.
32. **“Interest Rate Collar”** means the establishment of an upper limit and a lower limit on the Floating Base Rate on all or any portion of the Disbursed Loan Balance in accordance with the provisions of Article III (*Conversion of Loan Terms*) of this Agreement.

33. **“Interest Rate Conversion”** means a change of the interest rate basis applicable to all or any portion of the Disbursed Loan Balance from a Floating Base Rate to a Fixed Based Rate, or vice versa in accordance with the provisions of Article III (*Conversion of Loan Terms*) of this Agreement.
34. **“Japanese Yen”** or **“JPY”** respectively, shall mean the lawful currency of Japan.
35. **“JIBAR”** means, in relation to each Interest Period, the rate determined on each quotation day utilizing the three (3) month Johannesburg Interbank Agreed Rate which is the midrate as polled and published by the South African Futures Exchange (or its successor-in-title) and which appears on the Reuters Screen SAFEX page, expressed as a yield rate. If such page or service ceases to be available, the Bank may specify another page or service displaying the relevant rate after consultation with the Borrower.
36. **“Lending Margin”** means eighty basis points (0.80%) per annum.
37. **“LIBOR”** means, in relation to each Interest Period, the London Interbank Offered Rate administered by the Intercontinental Exchange Group (ICE) Benchmark Administration Limited (or any other person that takes over the administration of that rate) for deposits in GBP, YEN or USD respectively for a six (6)-month period displayed on the Thomson Reuters screen, Page LIBOR01 (or any replacement Thomson Reuters page which displays that rate), as of 11:00 a.m. (London time), two (2) Business Days prior to the relevant reference rate Reset Date. If such page or service ceases to be available, the Bank may specify another page or service displaying the relevant rate after consultation with the Borrower.
38. **“Loan Currency”** shall have the meaning ascribed thereto in the General Conditions, provided however that, if the Loan or any portion thereof is subject to a Currency Conversion, “Loan Currency” means the Approved Currency in which the Loan, or any portion thereof, is denominated from time to time and if the Loan is denominated in more than one currency, “Loan Currency” shall refer separately to each of such Currencies.
39. **“Loan”** means the maximum amount provided by the Bank by virtue of this Agreement and specified in Section 2.01 (*Amount*) of this Agreement.
40. **“Maturity Premium”** means, twenty (20) basis points per annum.
41. **“Member State”** means, a member state of the Bank under Article 3 (*Membership and Geographical Area*) of the Bank Agreement.
42. **“Original Loan Currency”** means, the currency in which the Loan is denominated and specified in Section 2.01 (*Amount*) of this Agreement, as at the Date of the Loan Agreement.

43. **“Pound sterling”** or **“GBP”** respectively, shall mean the lawful currency of the United Kingdom.
44. **“Prior Review”** means the review by the Bank of the following documents with regards to procurement under the Bank’s procurement methods and procedures as the same may be further defined in the Procurement Framework: (i) General Procurement Notices; (ii) Specific Procurement Notices; (iii) Bidding Documents and Requests for Proposals from Consultants; (iv) Bid Evaluation Reports or Reports on Evaluation of Consultants’ Proposals, including shortlists and recommendations for contract awards; (v) draft contracts, if these have been amended and differ from the drafts included in the bid/tender documents; and (vi) modification of signed contracts and such other document or information that the Bank may request.
45. **“Procurement Framework”** means the (i) Procurement Policy for Bank Group Funded Operations dated October 2015 and effective January 1, 2016; (ii) Methodology for Implementation of the Procurement Policy of the African Development Bank; (iii) Operations Procurement Manual for the African Development Bank; and (iv) Procurement Toolkit for the African Development Bank as the same may be amended from time to time.
46. **“Procurement Plan”** means the procurement plan for the Program set forth in Schedule IV (*Procurement Plan*) of this Agreement prepared in accordance with the Procurement Framework indicating, among other things: (i) the particular activities required to implement the Program; (ii) the proposed methods for procurement; and (iii) the applicable review procedures as the same may be updated from time to time in agreement with the Bank.
47. **“Program Report”** means the report prepared by the Borrower pursuant to this Agreement containing Program information that includes amongst others, sources and uses of funds including those committed, with the corresponding budgets, progress on Program implementation made in the achievement of the results as well as progress on compliance with the environmental and social safeguards requirements including the implementation of the ESMP and the FRAP, (where applicable), together with other supporting schedules and highlighting issues that require attention.
48. **“Resettlement Action Plan”** or **“RAP”** means, a comprehensive planning document prepared by the Borrower in accordance with the Bank’s Safeguards Policies that specifies the procedures that an involuntary resettlement process shall follow, and the actions that shall be taken to compensate Project affected persons and communities, as the same may be amended, supplemented or updated from time to time in concurrence with the Bank.

49. **“Reference Rate”** means for any Interest Period:
- (i) LIBOR for USD, GBP and JPY;
 - (ii) EURIBOR for EUR;
 - (iii) JIBAR for ZAR;
 - (iv) if the Bank determines that LIBOR (in respect of USD, GBP and JPY) or EURIBOR (in respect of Euro) or JIBAR (in respect of ZAR) has permanently ceased to be published or is no longer the reference rate in use by the relevant market for such currency, or if in the opinion of the Bank, this Reference Rate is otherwise no longer appropriate for the purposes of calculating interest under this Agreement, such other comparable reference rate for the relevant currency as the Bank may determine pursuant to Section 3.03 (*Interest*) of the General Conditions;
 - (v) in respect of any currency other than USD, EUR, GBP, JPY and ZAR, such reference rate as notified to the Borrower by the Bank; and
 - (vi) with respect to amounts of the Loan to which a Currency Conversion applies, the Reference Rate applicable to the new Loan Currency as notified to the Borrower by the Bank.
50. **“Reset Date”** means, 1 February and 1 August for EURIBOR and LIBOR; and 1 February, 1 May, 1 August and 1 November for JIBAR.
51. **“South African Rand”** or **“ZAR”** respectively, shall mean the lawful currency of the Republic of South Africa.
52. **“Subsidiary Agreement”** means the agreement between the Borrower and the Executing Agency setting forth their respective obligations under the Program.
53. **“TARGET2”** means, the Trans-European Automated Real-time Gross Settlement Express Transfer payment system which utilizes a single shared platform, and which was launched on 19 November 2007.
54. **“TARGET Day”** means any day on which TARGET2 is open for the settlement of payments in EUR.
55. **“Undisbursed Loan Balance”** means the amount of the Loan remaining undisbursed and uncanceled from time to time.
56. **“US Dollar(s)”** or **“USD”** respectively, shall mean the lawful currency of the United States of America.

SCHEDULE II

PROGRAM DESCRIPTION

The objective of the Program is to improve water, energy, food and nutrition security by harnessing water resources for irrigation, domestic, livestock and hydropower use while ensuring sustainability of the resources and building resilience against climate change and variability through catchment protection, forest management and capacity development.

The Program consists of the following components:

A. **Dam construction and power plant installation.**

The activities under this component include: Design review and supervision of dam construction; Construction of Muvumba Dam including installation of hydropower plant and implementation of environmental and social management plan; Recruitment of dam panel of experts; and ESMP implementation.

B. **Preparatory studies for downstream investments.**

The activities under this component include the detailed designs and environmental and social impact assessments for irrigation schemes and livestock water use.

C. **Program management and institutional support.**

The component includes the following: Costs of the Program Implementation Team (Program Manager/ Dam Specialist, Water Resources Engineer, Procurement Specialist, Environment Specialist, Social Development Specialist); Office equipment (field office in Nyagatare); Vehicles; Operational costs (Transport, training, per diems, fuel, communication, community mobilization, interns, audits etc.) and Compensation of PAPs.

SCHEDULE III
ALLOCATION OF THE LOAN

The table below indicates the categories of Eligible Expenditures to be financed out of the proceeds of the Loan and the amount allocated to each category:

Category	Expenditure in EURO (Millions)		
	Local Currency	Foreign Currency	Total
Goods	-	0.103	0.103
Services	0.715	7.745	8.460
Works	60.587	50.262	110.849
Miscellaneous / Other	2.090	-	2.090
Total cost	63.392	58.110	121.502

SCHEDULE IV -PROCUREMENT PLAN

Procurement System	Package No.	Package Description	Category	Lot No.	Lot Description	Estimated Cost (EURO)Million	Procurement Method	Pre or Post Qualification	Procurement Oversight	Planned SPN Publication Date
Bank	1	Dam Construction	Works	1	N/A	110.850	OCB - International	Prequalification	Bank Prior Review	Sept 2021
BPS	1	Supply of Vehicles	Goods	1	N/A	0.08	BPS	Post	Procurement Audit	April 2021
BPS	2	Office and IT Equipment	Goods	Various	N/A	0.023	BPS	Post	Procurement Audit	Mar 2020
Bank	1	Design Review and Supervision	Consulting Services (Firms)	N/A	N/A	6.097	QCBS	Short listing	Bank Prior Review	Mar 2020
Bank	1	Detail design Irrig Scheme and Livestock Water Use	Consulting Services (Firms)	N/A	N/A	0.697	QCBS	Short listing	Bank Prior Review	Mar 2020
Bank	3	Independent Panel of Experts	Consulting Services (Individual)	N/A	N/A	0.388	Individual	Short listing	Bank Prior Review	Mar 2020
Bank	1	Dam Specialist	Consulting Services (Individual)	N/A	N/A	0.573	Individual	Short listing	Bank Prior Review	Mar 2020
Bank	1	Water Resources Engineer	Consulting Services (Individual)	N/A	N/A	0.287	Individual	Short listing	Bank Prior Review	Mar 2020
BPS	4	SPIU Staff Members	Consulting Services (Individual)	N/A	N/A	0.358	BPS	Short listing	Procurement Audit	Mar 2020
BPS	1	Procurement Audit	Consulting Services	N/A	N/A	0.02	BPS	BPS	Procurement Audit	June 2021
BPS	1	Financial Audit	Consulting Services	N/A	N/A	0.04	BPS	BPS	Procurement Audit	Mar 2021

<p>Bibonywe kugira ngo bishyirwe ku mugereka w'Itegeko n° 020/2021 ryo ku wa 05/03/2021 ryemera kwemeza burundu amasezerano y'inguzanyo hagati ya Repubulika y'u Rwanda na Banki Nyafurika Itsura Amajyambere, yerekeranye n'inguzanyo ingana na Miliyoni ijana na makumyabiri n'imwe n'ibihumbi magana atanu na bibiri z'amayero (121.502.000 EUR) agenewe gahunda y'iterambere rikomatanyije rishingiye ku ikoreshwa ry'amazi ya Muvumba, yashyiriweho umukono i Kigali mu Rwanda ku wa 29 Mutarama 2021</p>	<p>Seen to be annexed to Law n° 020/2021 of 05/03/2021 approving the ratification Of the Loan Agreement between the Republic of Rwanda and the African Development Bank, relating to the Loan of One Hundred and Twenty-One Million Five Hundred And Two Thousand Euros (EUR 121,502,000) for Muvumba Multipurpose Water Resources Development Program, Signed At Kigali, Rwanda On 29 January 2021</p>	<p>Vu pour être annexé à la Loi n° 020/2021 du 05/03/2021 approuvant la ratification de l'accord de Prêt entre la République du Rwanda et la Banque Africaine de Développement, relatif au prêt de cent vingt et un million cinq cent deux mille Euros (121.502.000 EUR) destine au programme polyvalent de Développement des ressources en eau de Muvumba, signé à Kigali, au Rwanda le 29 Janvier 2021</p>
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Kigali, 05/03/2021.

(sé)

KAGAME Paul
Perezida wa Repubulika
President of the Republic
Président de la République

(sé)

Dr NGIRENTE Edouard
Minisitiri w'Intebe
Prime Minister
Premier Ministre

**Bibonywe kandi bishyizweho Ikirango cya Repubulika:
Seen and sealed with the Seal of the Republic:
Vu et scellé du Sceau de la République :**

(sé)

BUSINGYE Johnston
Minisitiri w'Ubutabera akaba n'Intumwa Nkuru ya Leta
Minister of Justice and Attorney General
Ministre de la Justice et Garde des Sceaux

<p>ITEKA RYA PEREZIDA N° 030/01 RYO KU WA 08/03/2021 RYEMEZA BURUNDU AMASEZERANO AJYANYE NO GUTWARA ABANTU N'IBINTU MU KIRERE HAGATI YA GUVERINOMA YA REPUBULIKA YA MAURITIUS NA GUVERINOMA YA REPUBULIKA Y'U RWANDA, YAKOREWE I AQABA MU BWAMI BWA YORODANIYA, KU WA 2 UKUBOZA 2019</p> <p style="text-align: center;"><u>ISHAKIRO</u></p> <p><u>Ingingo ya mbere:</u> Kwemeza burundu</p> <p><u>Ingingo ya 2:</u> Abashinzwe gushyira mu bikorwa iri teka</p> <p><u>Ingingo ya 3:</u> Igihe iri teka ritangirira gukurikizwa</p>	<p>PRESIDENTIAL ORDER N° 030/01 OF 08/03/2021 RATIFYING THE AIR SERVICES AGREEMENT BETWEEN THE GOVERNMENT OF THE REPUBLIC OF MAURITIUS AND THE GOVERNMENT OF THE REPUBLIC OF RWANDA, DONE AT AQABA, THE HASHEMITE KINGDOM OF JORDAN, ON 2 DECEMBER 2019</p> <p style="text-align: center;"><u>TABLE OF CONTENTS</u></p> <p><u>Article One:</u> Ratification</p> <p><u>Article 2:</u> Authorities responsible for the implementation of this Order</p> <p><u>Article 3:</u> Commencement</p>	<p>ARRÊTÉ PRÉSIDENTIEL N° 030/01 DU 08/03/2021 RATIFIANT L'ACCORD SUR LES SERVICES AÉRIENS ENTRE LE GOUVERNEMENT DE LA RÉPUBLIQUE DE MAURICE ET LE GOUVERNEMENT DE LA RÉPUBLIQUE DU RWANDA, FAIT À AQABA, LE ROYAUME HACHÉMITE DE JORDANIE, LE 2 DÉCEMBRE 2019</p> <p style="text-align: center;"><u>TABLE DES MATIÈRES</u></p> <p><u>Article premier:</u> Ratification</p> <p><u>Article 2:</u> Autorités chargées de l'exécution du présent arrêté</p> <p><u>Article 3:</u> Entrée en vigueur</p>
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<p>ITEKA RYA PEREZIDA N° 030/01 RYO KU WA 08/03/2021 RYEMEZA BURUNDU AMASEZERANO AJYANYE NO GUTWARA ABANTU N'IBINTU MU KIRERE HAGATI YA GUVERINOMA YA REPUBULIKA YA MAURITIUS NA GUVERINOMA YA REPUBULIKA Y'U RWANDA, YAKOREWE I AQABA MU BWAMI BWA YORODANIYA, KU WA 2 UKUBOZA 2019</p> <p>Twebwe, KAGAME Paul, Perezida wa Repubulika;</p> <p>Dushingiye ku Itegeko Nshinga rya Repubulika y'u Rwanda ryo mu 2003 ryavuguruwe mu 2015, cyane cyane mu ngingo zaryo, iya 112, iya 120, iya 122, iya 167, iya 168 n'iya 176;</p> <p>Dushingiye ku Itegeko n° 001 bis/2021 ryo ku wa 04/02/2021 ryemera kwemeza burundu Amasezerano ajyanye no gutwara abantu n'ibintu mu kirere hagati ya Guverinoma ya Repubulika ya <i>Maurice</i> na Guverinoma ya Repubulika y'u Rwanda , yakorewe i <i>Aqaba</i> mu Bwami bwa Yorodaniya, ku wa 2 Ukuboza 2019;</p>	<p>PRESIDENTIAL ORDER N° 030/01 OF 08/03/2021 RATIFYING THE AIR SERVICES AGREEMENT BETWEEN THE GOVERNMENT OF THE REPUBLIC OF MAURITIUS AND THE GOVERNMENT OF THE REPUBLIC OF RWANDA, DONE AT AQABA, THE HASHEMITE KINGDOM OF JORDAN, ON 2 DECEMBER 2019</p> <p>We, KAGAME Paul, President of the Republic;</p> <p>Pursuant to the Constitution of the Republic of Rwanda of 2003 revised in 2015, especially in Articles 112, 120, 122, 167, 168 and 176;</p> <p>Pursuant to Law n° 001bis/2021 of 04/02/2021 approving the ratification of the Air Services Agreement between the Government of the Republic of Mauritius and the Government of the Republic of Rwanda , done at Aqaba , the Hashemite Kingdom of Jordan, on 2 December 2019;</p>	<p>ARRÊTÉ PRÉSIDENTIEL N° 030/01 DU 08/03/2021 RATIFIANT L'ACCORD SUR LES SERVICES AÉRIENS ENTRE LE GOUVERNEMENT DE LA RÉPUBLIQUE DE MAURICE ET LE GOUVERNEMENT DE LA RÉPUBLIQUE DU RWANDA, FAIT À AQABA, LE ROYAUME HACHÉMITE DE JORDANIE, LE 2 DÉCEMBRE 2019</p> <p>Nous, KAGAME Paul, Président de la République;</p> <p>Vu la Constitution de la République du Rwanda de 2003 révisée en 2015, spécialement en ses articles 112, 120, 122, 167, 168 et 176;</p> <p>Vu la Loi n° 001 bis/2021 du 04/02/2021 approuvant la ratification de l'Accord sur les services aériens entre le Gouvernement de la République de Maurice et le Gouvernement de la République du Rwanda , fait à Aqaba , le Royaume Hachémite de Jordanie , le 2 décembre 2019;</p>
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<p>Tumaze kubona Amasezerano ajyanye no gutwara abantu n'ibintu mu kirere hagati ya Guverinoma ya Repubulika ya Mauritius na Guverinoma ya Repubulika y'u Rwanda, yakorewe i Aqaba mu Bwami bwa Yorodaniya, ku wa 2 Ukuboza 2019;</p> <p>Bisabwe na Minisitiri w'Ibikorwa Remezo;</p> <p>Inama y'Abaminisitiri imaze kubisuzuma no kubyemeza;</p> <p>TWATEGETSE KANDI DUTEGETSE:</p> <p><u>Ingingo ya mbere: Kwemeza burundu</u></p> <p>Amasezerano ajyanye no gutwara abantu n'ibintu mu kirere hagati ya Guverinoma ya Repubulika ya Mauritius na Guverinoma ya Repubulika y'u Rwanda, yakorewe i Aqaba mu Bwami bwa Yorodaniya, ku wa 2 Ukuboza 2019, ari ku mugereka w'iri teka, yemejwe burundu kandi atangiye gukurikizwa uko yakabaye.</p> <p><u>Ingingo ya 2: Abashinzwe gushyira mu bikorwa iri teka</u></p> <p>Minisitiri w'Intebe, Minisitiri w'Ibikorwa Remezo, Minisitiri w'Ububanyi n'Amahanga</p>	<p>Considering the Air Services Agreement between the Government of the Republic of Mauritius and the Government of the Republic of Rwanda, done at Aqaba, the Hashemite Kingdom of Jordan, on 2 December 2019;</p> <p>On proposal by the Minister of Infrastructure;</p> <p>After consideration and approval by the Cabinet meeting;</p> <p>HAVE ORDERED AND ORDER:</p> <p><u>Article One: Ratification</u></p> <p>The Air Services Agreement between the Government of the Republic of Mauritius and the Government of the Republic of Rwanda, done at Aqaba, the Hashemite Kingdom of Jordan, on 2 December 2019, annexed to this Order, is ratified and becomes fully effective.</p> <p><u>Article 2: Authorities responsible for the implementation of this Order</u></p> <p>The Prime Minister, the Minister of Infrastructure, the Minister of Foreign</p>	<p>Considérant l'Accord sur les services aériens entre le Gouvernement de la République de Maurice et le Gouvernement de la République du Rwanda, fait à Aqaba, le Royaume Hachémite de Jordanie, le 2 décembre 2019;</p> <p>Sur proposition du Ministre des Infrastructures;</p> <p>Après examen et adoption par le Conseil des Ministres;</p> <p>AVONS ARRÊTÉ ET ARRÊTONS:</p> <p><u>Article premier: Ratification</u></p> <p>L'Accord sur les services aériens entre le Gouvernement de la République de Maurice et le Gouvernement de la République du Rwanda, fait à Aqaba, le Royaume Hachémite de Jordanie, le 2 décembre 2019, annexé au présent arrêté, est ratifié et sort son plein et entier effet.</p> <p><u>Article 2: Autorités chargées de l'exécution du présent arrêté</u></p> <p>Le Premier Ministre, le Ministre des Infrastructures, le Ministre des Affaires</p>
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<p>n'Ubutwererane na Minisitiri w'Imari n'Igenamigambi bashinzwe gushyira mu bikorwa iri teka.</p> <p><u>Ingingo ya 3:</u> Igihe iri teka ritangirira gukurikizwa</p> <p>Iri teka ritangira gukurikizwa ku munsu ritangarijweho mu Igazeti ya Leta ya Repubulika y'u Rwanda.</p>	<p>Affairs and International Cooperation and the Minister of Finance and Economic Planning are entrusted with the implementation of this Order.</p> <p><u>Article 3:</u> Commencement</p> <p>This Order comes into force on the date of its publication in the Official Gazette of the Republic of Rwanda.</p>	<p>Étrangères et de la Coopération Internationale et le Ministre des Finances et de la Planification Économique sont chargés de l'exécution du présent arrêté.</p> <p><u>Article 3:</u> Entrée en vigueur</p> <p>Le présent arrêté entre en vigueur le jour de sa publication au Journal Officiel de la République du Rwanda.</p>
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Kigali, 08/03/2021

(sé)

KAGAME Paul
Perezida wa Repubulika
President of the Republic
Président de la République

(sé)

Dr NGIRENTE Edouard
Minisitiri w'Intebe
Prime Minister
Premier Ministre

Bibonywe kandi bishyizweho Ikirango cya Repubulika:
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Minister of Justice and Attorney General
Ministre de la Justice et Garde des Sceaux

<p>UMUGEREKA W'ITEKA RYA PEREZIDA N° 030/01 RYO KU WA 08/03/2021 RYEMEZA BURUNDU AMASEZERANO AJYANYE NO GUTWARA ABANTU N'IBINTU MU KIRERE HAGATI YA GUVERINOMA YA REPUBULIKA YA MAURITIUS NA GUVERINOMA YA REPUBULIKA Y'U RWANDA, YAKOREWE I AQABA MU BWAMI BWA YORODANIYA, KU WA 2 UKUBOZA 2019</p>	<p>ANNEX TO PRESIDENTIAL ORDER N° 030/01 OF 08/03/2021 RATIFYING THE AIR SERVICES AGREEMENT BETWEEN THE GOVERNMENT OF THE REPUBLIC OF MAURITIUS AND THE GOVERNMENT OF THE REPUBLIC OF RWANDA, DONE AT AQABA, THE HASHEMITE KINGDOM OF JORDAN, ON 2 DECEMBER 2019</p>	<p>ANNEXE À L'ARRÊTÉ PRÉSIDENTIEL N° 030/01 DU 08/03/2021 RATIFIANT L'ACCORD SUR LES SERVICES AÉRIENS ENTRE LE GOUVERNEMENT DE LA RÉPUBLIQUE DE MAURICE ET LE GOUVERNEMENT DE LA RÉPUBLIQUE DU RWANDA, FAIT À AQABA, LE ROYAUME HACHÉMITE DE JORDANIE, LE 2 DÉCEMBRE 2019</p>
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AIR SERVICES AGREEMENT

BETWEEN

THE GOVERNMENT OF THE REPUBLIC OF MAURITIUS

AND

THE GOVERNMENT OF THE REPUBLIC OF RWANDA

The Government of the Republic of Mauritius and the Government of the Republic of Rwanda, hereinafter referred to as the Contracting Parties; and in singular as a "Contracting Party".

Acknowledging the importance of air transportation as a means of creating and preserving friendship, understanding and co-operation between the peoples of the two countries;

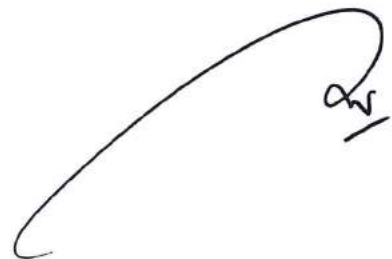
Desiring to facilitate the expansion of international air transport opportunities in order to promote trade and tourism between the two countries and also globally;

Desiring to conclude an Agreement for the purpose of establishing air services between and beyond their respective territories;

Desiring to ensure the highest degree of safety and security in international air transportation and reaffirming their grave concern about acts of threats against the security of aircraft, which jeopardize the safety of persons or property; and

Being parties to the Convention on International Civil Aviation opened for signature at Chicago on December 7, 1944.

Have agreed as follows:



ARTICLE 1

Definitions

1. For the purpose of this Agreement, unless the context otherwise requires:
 - (a) The term "Aeronautical authorities" means, in the case of the Republic of Mauritius, the Minister charged with the responsibility for civil aviation or any person or body authorized to exercise a particular function relating to this Agreement, and in the case of the Republic of Rwanda, the Minister in charge of civil aviation or in either case, any person or body duly authorized to perform any function related to this Agreement exercised by the said Authorities
 - (b) The term "agreed services" means scheduled international air services on the routes specified in the Annex to this Agreement for the transport of passengers, baggage, cargo and mail in accordance with agreed capacity entitlements;
 - (c) The term "Agreement" means this agreement, the Annex thereto and any amendments to the Agreement or to this Annex;
 - (d) The terms "air service.", "international air service", "airline" and "stop for non-traffic purposes" have the meanings respectively assigned to them in Article 96 of the Convention;
 - (e) The term "Capacity" means the amount(s) of services provided under the agreement, usually measured in the number of flights (frequencies) or seats or tons of cargo offered in a market (city pair, or country-to country) or on a route during a specific period. Such as daily, weekly, seasonally or annually,
 - (f) The term "Contracting Parties" means the Government of the Republic of Mauritius on the one hand, and the Republic of Rwanda on the other;
 - (g) The term "Convention" means the Convention on International Civil Aviation, opened for signature at Chicago on 7 December 1944, and includes any Annex adopted under Article 90 of that Convention and any amendments of the Annexes or the Convention adopted under Articles 90 and 94 thereof, insofar as such Annexes and amendments have been adopted by both Contracting Parties;
 - (h) The term "designated airline(s)" means one or more airlines which has been designated and authorised in accordance with Article 4 of this Agreement,

- (i) The term "intermodal air transportation" means the public carriage by aircraft and by one or more surface modes of transport of passengers, baggage, cargo and mail, separately or in combination, for remuneration or hire;
- (j) The term "tariff" means the prices to be charged for the carriage of passengers and cargo and the conditions under which those prices apply, excluding prices and conditions for the carriage of mail;
- (k) The term "territory" has the meaning assigned to it under Article 2 of the Convention; and
- (l) The term "user charge" means a charge made to airlines by the competent authorities, or permitted by them to be made, for the provision of airport property or facilities or of air navigation facilities, or aviation security facilities or services, including related services and facilities, for aircraft, their crews, passengers and cargo.

2. The Annex to this Agreement shall form an integral part of the Agreement and all references to the Agreement, unless expressly provided otherwise, shall apply to the said Annex.

ARTICLE 2

Applicability of the Convention

The provisions of this Agreement shall be subject to the provisions of the Convention insofar as those provisions are applicable to international air services.

ARTICLE 3

Grant of Rights

1. Each Contracting Party grants to the other Contracting Party the following rights for the purpose of operation of scheduled international air services by the designated airlines of the other Contracting Party:

- (a) the right to fly across its territory without landing;

- (b) the right to make stops in its territory for non-traffic purposes; and
 - (c) the right to land in the territory of the other Contracting Party at the points specified on the route agreed-in the Annex to this Agreement for the purpose of taking on board and discharging passengers and/or cargo including mail, subject to the conditions specified in the said Annex.
2. Nothing in this Article shall be deemed to confer on an airline of one Contracting Party the right of taking on board, in the territory of the other Contracting Party, passengers and/or cargo including mail, for remuneration, destined for another point in the territory of that other Contracting Party.
3. The rights specified at paragraph 1 (a) and (b) above shall be granted by each Contracting Party to an airline of the other Contracting Party even if that airline is not a designated airline.

ARTICLE 4

Designation of Airlines and Authorization

1. Each Contracting Party shall have the right to designate in writing through the diplomatic channel, to the other Contracting Party one or more airlines for the purpose of operating the agreed services on the routes specified in the Annex to this Agreement, and to alter or substitute or revoke such a designation in writing through diplomatic channel.
2. On receipt of such a designation, the Aeronautical authorities of the other Contracting Party shall, with minimum of procedural delay, subject to the provisions of paragraphs 3, 4 and 5 of this Article, grant to the airline designated in accordance with paragraph 1 of this Article the appropriate operating authorization. This operating authorisation shall not be assigned or transferred without the consent of the Contracting Party granting it.
3. The Aeronautical authorities of one Contracting Party may require the airline designated by the other Contracting Party to satisfy them that it is qualified to fulfill the conditions prescribed under the laws and regulations normally applied to the operation of international air services by such authorities.

4. Each Contracting Party shall have the right to refuse to grant the operating authorization referred to in paragraph 2 of this Article, or to impose such conditions as it may deem necessary on the exercise by a designated airline of the rights specified in Article 3 of this Agreement, in any case where the said Contracting Party is not satisfied that:

- (a) the airline is incorporated in the territory of the designating Party and its substantial ownership and effective control are in the hands of the Contracting Party that has designated the airline. or its nationals;
- (b) the airline holds a valid Air Services Licence and an Air Operator Certificate issued by the competent authority of the designating Contracting Party; and
- (c) the Contracting Party that has designated the airline is in compliance with the provisions set forth in Article 9 (Aviation Safety) and Article 10(Aviation Security) of this Agreement and exercises effective regulatory control on the designated airline.

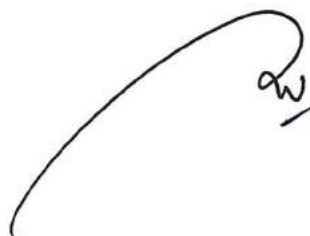
5. When an airline has been designated and authorized in accordance with this Article, it may operate the agreed services for which it has been designated, provided that the airline complies with the applicable provisions of this Agreement.

ARTICLE 5

Revocation or Suspension of Operating Authorisation

1. Each Contracting Party shall have the right to withhold or revoke an operating authorization or to suspend the exercise of the rights granted under this Agreement by an airline designated by the other Contracting Party, or to impose such conditions as it may deem necessary on the exercise of these rights in any case where:

- (a) the airline fails to meet the conditions stipulated in paragraph 4 of Article 4 of this Agreement; or
- (b) the other Party is not maintaining and administering the standards set forth in Article 9 (Aviation Safety) and Article 10 (Aviation Security); or
- (c) the airline fails to comply with the domestic law in force in the territory of the Contracting Party granting such rights; or



- (d) the airline otherwise fails to operate the services in accordance with the conditions prescribed under this Agreement.

2. Unless immediate revocation, suspension or imposition of the conditions mentioned in paragraph 1 of this Article is essential to prevent further infringement of the laws or the provisions of this Agreement, such right shall be exercised only after consultation in accordance with Article 22 with the Aeronautical authorities of the other Contracting Party.

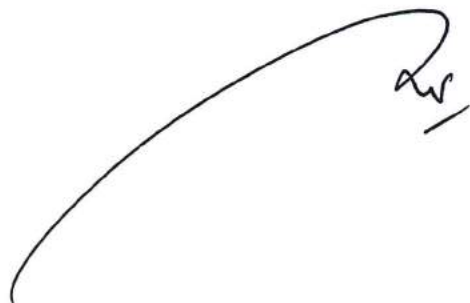
ARTICLE 6

Application of Laws

1. The airlines of one Contracting Party, while entering, staying within or leaving the territory of the other Contracting Party shall comply with the laws and regulations in force of the other Contracting Party relating to operation and navigation of aircraft.

2. While entering, staying within, or leaving the territory of one Contracting Party, its laws and regulations in force relating to admission to or departure from its territory of passengers, crew, cargo, mail and aircraft (including regulations relating to entry, clearance, aviation safety, aviation security, immigration, passports, customs, and quarantine or in the case of mail, postal regulations) shall be complied with by, or on behalf of, such passengers and crew or cargo of the airlines of the other Contracting Party.

3. The above said laws and regulations of a Contracting Party shall be the same as are applicable to the aircraft of its own airlines engaged in similar international air services.



ARTICLE 7

Direct Transit

Passengers, baggage and cargo in direct transit across the territory of one Contracting Party, and not leaving the area of the airport reserved for such purpose, shall at the most be subjected to a very simplified control. Baggage and cargo in direct transit shall be exempt from duties and taxes including customs duty.

ARTICLE 8

Recognition of Certificates and Licences

1. Each Contracting Party shall recognize as valid for the purpose of air transport operations provided for in this Agreement, certificates of airworthiness, certificates of competency and licences issued or validated by the other party and still in force, provided that the requirements for issue or validation of such certificates or licences are equal to or above the minimum standards that may be established pursuant to the Convention.
2. Each Contracting Party, however, reserves the right to refuse to recognize for the purpose of flights above its territory, certificates of competency and licences granted or validated to its own nationals by the other Contracting Party.

ARTICLE 9

Aviation Safety

1. Each Contracting Party may request consultations at any time concerning safety standards in any area relating to air crew, aircraft or their operation by the other Party. Such consultations shall take place within thirty (30) days of that request.
2. If, following such consultations, one Contracting Party finds that the other Contracting Party does not effectively maintain and administer safety standards in any area that are at least equal to the minimum standards established at that time pursuant

to the Convention, the first Contracting Party shall notify the other Contracting Party of those findings and the steps considered necessary to conform with those minimum standards, and that other Contracting Party shall take appropriate corrective action. Failure by the other Contracting Party to take appropriate action within fifteen (15) days or such longer period as may be agreed, shall be a ground for the application of Article 5 (Revocation or Suspension of Operating Authorisation) of this Agreement.

3. Notwithstanding the obligations mentioned in Article 33 of the Convention, it is agreed that any aircraft operated by a designated airline of one Contracting Party on services to or from the territory of the other Contracting Party may, while within the territory of the other Contracting Party, be made the subject of an examination by the authorized representatives of the other Contracting Party, onboard and around the aircraft to check both the validity of the aircraft documents and those of its crew and the apparent condition of the aircraft and its equipment (ramp inspection), provided this does not lead to unreasonable delay.

4. If any such ramp inspection or series of ramp inspections gives rise to :

- (a) definite pieces of evidence that an aircraft or operation of an aircraft does not comply with the minimum standards established at that time pursuant to the Convention; or
- (b) definite pieces of evidence that there is lack of effective adoption and implementation of safety standards established at that time pursuant to the Convention,

the Contracting Party carrying out the inspection shall, for the purposes of Article 33 of the Convention, be free to conclude that the requirements under which the certificates or licences in respect of that aircraft or in respect of the crew of that aircraft had been issued or rendered valid, or that the requirements under which that aircraft is operated, are not equal to or above the minimum standards established pursuant to the Convention.

5. In the event that access for the purpose of application of paragraph 3 to an aircraft operated by or on behalf of an airline of one Contracting Party is denied, the other Contracting Party shall be free to infer that definite pieces of evidence of the type referred to in paragraph 4 arise and draw the conclusions referred to in that paragraph.

6. Each Contracting Party reserves the right to immediately suspend or vary the authorization to conduct international air transportation of an airline of the other Party in the event that the first Party concludes, whether as a result of a ramp inspection, a

series of ramp inspections, a denial of access for ramp inspection, consultation or otherwise, that immediate action is essential to ensure the safety of an airline operation.

7. Any action by one Contracting Party in accordance with paragraph 1, 2 or 6 above shall be discontinued once the basis for the taking of that action ceases to exist.

ARTICLE 10

Aviation Security

1. Consistent with their rights and obligations under international law, each Contracting Party reaffirms that its obligation to the other Contracting Party to protect the security of civil aviation against acts of unlawful interference forms an integral part of this Agreement.

2. Subject to applicable domestic law and without limiting or derogating the generality of its rights and obligations in terms of international law, each Contracting Party shall in particular act in conformity with the provisions of the Convention on Offences and Certain Other Acts Committed on Board Aircraft, signed at Tokyo on 14 September 1963, the Convention for the Suppression of Unlawful Seizure of Aircraft, signed at the Hague on 16 December 1970, the Convention for the Suppression of Unlawful Acts against the Safety of Civil Aviation, signed at Montreal on 23 September 1971, and the Protocol for the Suppression of Unlawful Acts of Violence at Airports Serving International Civil Aviation, Supplementary to the Convention for the Suppression of Unlawful Acts against the Safety of Civil Aviation, done at Montreal on 23 September 1971, signed at Montreal on 24 February 1988 and the Convention on Marking of Plastic Explosives for the purpose of detection, signed at Montreal on March 1, 1991, and any other multilateral agreement or protocol relating to civil aviation security which has been adhered to by both Contracting Parties.

3. The Contracting Parties shall provide upon request all necessary assistance to each other to prevent acts of unlawful seizure of civil aircraft and other acts of unlawful interference against the safety of such aircraft, their passengers and crew, airports and air navigation facilities, and any other threat to the security of civil aviation.

4. The Contracting Parties shall, in their mutual relations, act in conformity with the aviation security provisions established by the International Civil Aviation Organisation and designated as Annexes to the Convention on International Civil Aviation to the extent that such security provisions are applicable to both Contracting Parties. They

shall require that operators of aircraft of their registry or operators of aircraft who have their principal place of business or permanent residence in their respective territories, and the operators of airports in their respective territories, act in conformity with such aviation security provisions as are applicable to both Contracting Parties.

5. Each Contracting Party agrees that its operators of aircraft shall be required to observe the aviation security provisions referred to in paragraph 4 applied by the other Contracting Party for entry into, sojourn in or departure from the territory of that other Contracting Party. Each Contracting Party shall ensure that adequate measures are effectively applied within its territory to protect the aircraft and to apply security controls to passengers, crew, carry-on items, baggage, cargo and aircraft stores prior to and during boarding and loading. Each Contracting Party shall give positive consideration to any request from the other Contracting Party for reasonable special security measures in its territory to meet a particular threat.

6. When an incident or threat of an incident of unlawful seizure of civil aircraft or other unlawful acts against the safety of such aircraft, their passengers and crew, airports or air navigation facilities occurs, the Contracting Parties shall assist each other by facilitating communications and other appropriate measures intended to terminate rapidly and safely such incident or threat thereof.

7. Each Contracting Party shall take such measures as it may find practicable to ensure that an aircraft of the other Contracting Party, subjected to an act of unlawful seizure or any other act of unlawful interference, which is on ground in its territory, is detained thereon unless its departure is necessitated by the overriding duty to protect the lives of its crew and passengers. Wherever practicable, such measures shall be taken on the basis of consultations with the other Contracting Party.

8. If a Contracting Party has reasonable grounds to believe that the other Contracting Party has departed from the provisions of this article, the Aeronautical Authorities of the first Contracting Party may request immediate consultations with the Aeronautical Authorities of the other Contracting Party. Such consultations shall start within fifteen (15) days of the receipt of the request. Failure to reach a satisfactory agreement within fifteen (15) days from the start of consultations shall constitute grounds for application of paragraph 1 of Article 5. When required by an immediate and extraordinary threat, a Contracting Party may take such action prior to expiry of fifteen (15) days.

9. Any action taken in accordance with paragraph 8 shall be discontinued upon compliance by the other Contracting Party with the provisions of this Article.

ARTICLE 11

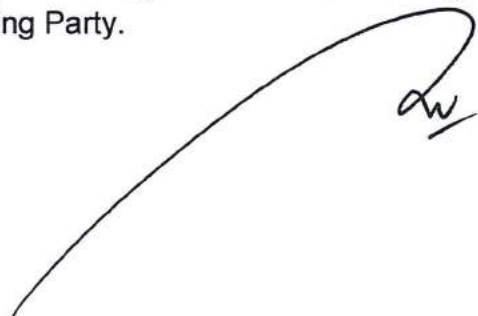
Customs Duty, Taxes and Similar Charges

1. Each Contracting Party shall on the basis of reciprocity exempt the designated Airline of the other Contracting Party from Customs Duty, Excise taxes, taxes and similar charges, all equipment and supplies for use on board the designated airline of either Contracting Party. All such equipment and supplies shall include:

- a) Maintenance, repair, ground and servicing equipment.
- b) Aircraft spare parts including aircraft engines.
- c) Fuel, lubricating oils and other consumable technical supplies.
- d) Aircraft stores including food, beverages, wine, spirits and tobacco.
- e) Computer equipment and components thereof for use on board.
- f) Training aids and technical supplies for use in the training of flight or ground personnel.

2. The exemptions granted, under this Article. to items of paragraph one shall also apply to:

- a) Items imported into the territory of either Contracting Party by or on behalf of the designated airline(s) provided that such items may be required to be bonded or kept under Customs control or supervision.
- b) Items retained on board for use by the designated Airline entering or leaving the territory of either Contracting Party.



- c) Taken on board by the designated airline(s) in the territory of either Contracting Party for use in operating the agreed services. Whether or not such items are used or wholly consumed within the territory of either Contracting Party granting the agreement

3. The exemptions provide for by this Article shall also apply to cases where the designated Airline of either Contracting Party has entered into arrangements with another airline for the loan or transfer in the territory of the either Contracting Party of the items specified in paragraph (1) of this Article; provided such other airline similarly enjoys such exemption from the other Contracting Party.

ARTICLE 12

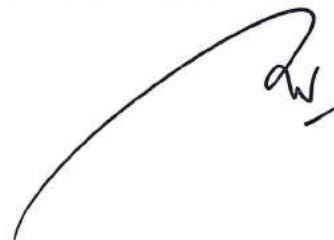
User Charges

1. Each Contracting Party shall endeavour to ensure that user charges imposed or permitted to be imposed by its competent authorities on a designated airline of the other Contracting Party are just and reasonable. These charges shall be based on sound economic principles.

2. Neither Contracting Party shall impose or permit to be imposed on a designated airline of the other Contracting Party user charges higher than those imposed on its own designated airline conducting similar international air transportation using similar aircraft and associated facilities and services.

3. Each Contracting Party shall encourage consultations between its responsible charging bodies and the designated airlines using the facilities and services. Where practicable, such consultations should be through the appropriate representative airline organization.

4. Each Contracting Party shall encourage the competent charging authorities or bodies and the airlines to exchange such information as may be necessary to permit an accurate review of the reasonableness of the charges in accordance with the principles enunciated in paragraphs 1 and 2 of this Article. Each Contracting Party shall encourage the competent charging authorities to provide users with reasonable notice



of any proposal for changes in user charges to enable users to express their views before changes are made.

ARTICLE 13

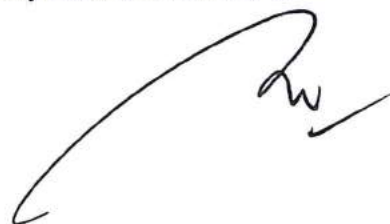
Place of Taxation

1. The revenue derived from international traffic operations by an airline designated by a Contracting Party shall be taxable only in the State where the headquarters of the said airline are situated.
2. In case a particular Agreement exists between the Contracting Parties on this subject, the provisions of that Agreement shall be applicable.

ARTICLE 14

Principles Governing Operation of Agreed Services

1. Each Contracting Party shall, in conformity with its laws and regulations, allow a fair and equal opportunity for the designated airlines of the other Contracting Party to compete in providing the international air transportation governed by this Agreement.
2. Each Contracting Party shall, in conformity with its laws and regulations, take all appropriate action within its jurisdiction to eliminate all forms of discrimination or unfair competitive practices adversely affecting the competitive position of the designated airlines of the other Contracting Party.
3. The capacity to be provided by the designated airlines of each Contracting Party shall bear a relationship to the requirements of the public for transportation on the agreed routes and shall have as its primary objective the provision, at a reasonable load factor, of capacity adequate to meet the current and reasonably anticipated requirements for the carriage of passengers baggage, cargo and mail originating from or destined for the territory of the Contracting Party which has designated the airlines.
4. Any provision by the designated airlines for the carriage of traffic to be uplifted from or discharged at points on the specified routes in the territories of third States, shall be made in accordance with the general principles that capacity shall be related to –



- (a) traffic requirements to and from the territory of the Contracting Party which has designated the airlines;
- (b) traffic requirements of the area through which the agreed services pass, after taking account of other transport services established by the airlines of the States comprising the area; and
- (c) the requirements of through airline operation.

5. The capacity and frequency of services to be operated by the designated airlines of each Contracting Party shall be subject to predetermination jointly done by the Aeronautical authorities of both Contracting Parties on the basis of the principles enshrined in this Article.

6. In order to meet seasonal fluctuations or unexpected traffic demands of a temporary nature, the designated airline(s) of one Contracting Party shall submit the necessary application to the Aeronautical Authority of the other Contracting Party for approval.

ARTICLE 15

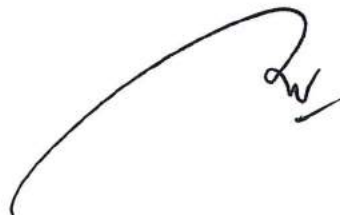
Approval of Timetables

1. A designated airline of a Contracting Party shall submit to the Aeronautical Authorities of the other Contracting Party for its approval. Thirty (30) days in advance the timetable of its intended services, specifying the points to be served, the frequency and the type of aircraft, configuration and number of seats to be made available to the public.

2. Any subsequent changes to the approved timetables of a designated airline shall be submitted to the Aeronautical Authorities of the other Contracting Party for its approval.

3. If a designated airline wishes to operate flights supplementary to those covered in the approved timetables, it shall obtain prior permission of the Aeronautical Authorities of the Contracting Party concerned.

4. The approval of timetables or changes thereto submitted by a designated airline, or authorization for supplementary flights, shall not be refused by a Contracting Party without a valid reason.



ARTICLE 16

Tariffs

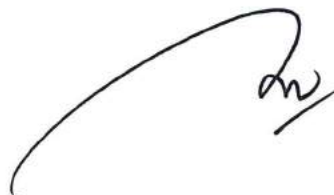
1. The tariffs to be charged by the designated airlines of each Contracting Party for the international carriage in the services provided under this Agreement shall be freely established at reasonable levels, due regard being paid to all relevant factors, including the cost of operations, the characteristics of the service, the interest of users, a reasonable profit and other market consideration.

2. Each Contracting Party may require notification to or filing with its Aeronautical Authorities of tariffs to be charged to or from its territory by designated airlines of the other Contracting Party. Notification of filing by the designated airlines of both Contracting Parties may be required no more than thirty (30) working days before the proposed date of effectiveness. In individual cases, notification or filing may be permitted on shorter notice than normally required. Neither Contracting Party shall require the notification nor filing by airlines of the other Contracting Party of tariffs charged by charterers to the public, except as be required in a non-discriminatory basis for information purposes.

3. Without prejudice of the applicable competition and consumer protection law prevailing in each Contracting Party, neither Contracting Party shall take unilateral action to prevent the inauguration or continuation of an effective tariff proposed to be charged or charged by a designated airline of the other Contracting Party for international air transportation in the services provided under this Agreement. Intervention by the Contracting Parties shall be limited to:

- (a) prevention of unreasonably discriminatory prices or practices;
- (b) protection of consumers from prices that are unreasonably high or restrictive due to abuse of a dominant position;
- (c) protection of airlines from prices that are artificially low due to direct or indirect subsidy or support; and
- (d) protection of airlines from prices that are artificially low, where evidence exists as to an intent to eliminate competition.

4. Where such Aeronautical authorities find that a certain tariff falls within the categories set forth in paragraph 3(a), 3(b), 3(c) and 3(d), they shall send reasoned notification of its dissatisfaction to the Aeronautical authorities of the other Contracting Party and to the concerned airline as soon as possible, and in no event later than thirty(30) working days after the date of filing of the tariff in question and may request



consultations in accordance with Article 22 (Consultation) if the other Contracting Party/airline accepts the contention, the tariff shall be withdrawn forthwith. Otherwise the consultation requested by the first Contracting Party shall be within thirty (30) working days of the request and both Parties shall endeavor to reach a satisfactory resolution. Unless both Aeronautical authorities have agreed to disapprove a tariff, the tariff shall be treated as having been approved and shall continue to be in effect.

ARTICLE 17

Statistics

The Aeronautical authorities of either Contracting Party, or their designated airlines, may be required to supply to the Aeronautical authorities of the other Contracting Party, the information and statistics related to the traffic carried by the designated airlines on the agreed services to and from the territory of the other Contracting Party.

ARTICLE 18

Representation and Personnel/Commercial Activities

1. The designated airline or airlines of each Contracting Party shall have the right, on the basis of reciprocity, to establish offices in the territory of the other Contracting Party, for the purpose of promotion and sale of air transportation.
2. The designated airline or airlines of each Contracting Party shall be authorized, on a reciprocal basis, to bring in and maintain in the territory of the other Contracting Party managerial, operational, sales and other specialist staff required for the operation of the agreed services. The required personnel of the designated airline or airlines shall be granted, on a reciprocal basis, the authorization for access to the airport(s) where services are operated and to areas connected with the aircraft, the crew, the passengers and the cargo.
3. Each Contracting Party shall grant, on a reciprocal basis, to the designated airline or airlines of the other Contracting Party the right to bring in and maintain in the territory, during a short period, not exceeding ninety (90) days, the additional agents required by the airline(s) of the other Contracting Party for their activities.

4. Each designated airline shall have the right to provide its own ground-handling services in the territory of the other Contracting Party or otherwise to contract these services out, in full or in part, at its option, with any of the suppliers authorized for the provision of such services. Where or as long as the regulations applicable to the provision of ground-handling in the territory of one Contracting Party prevent or limit either the freedom to contract these services out or self-handling, each designated airline shall be treated on a non-discriminatory basis as regards their access to self-handling and ground-handling services provided by a supplier or suppliers.

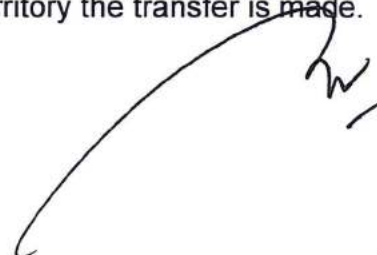
5. Each Contracting Party shall grant to the designated airline(s) of the other Contracting Party the right to engage in the sale of their documents for air transportation in its territory directly or at the airlines' discretion, through its agents. Each designated airline shall have the right to sell such transportation in the local currency or in freely convertible foreign currency. Any designated airline of a Contracting Party shall have the right to pay for local expenses in the territory of the other Contracting Party in local currency, or in freely convertible foreign currency, provided it complies with local currency regulations.

ARTICLE 19

Transfer of Earnings

1. Each Contracting Party shall, on the basis of reciprocity, grant to the designated airlines of the other Contracting Party subject to domestic law the right to transfer freely the excess of receipts over expenditure earned by the said airlines in connection with the provision of the agreed services.

2. The said transfer shall be made in hard currency according to the official exchange rate valid for the date of transfer and in accordance with the applicable currency regulations of the Contracting Party from whose territory the transfer is made.



ARTICLE 20

Code Sharing and Cooperative Arrangements

1. In operating or holding out the agreed services, a designated airline of one Contracting Party may enter into cooperative marketing arrangements like code-sharing, with-

- (a) an airline of the other Contracting Party;
- (b) an airline of a third country, provided that such third country authorises or allows comparable arrangements between the airlines of the other Contracting Party and other airlines on Code-Share services to, from and via such third country;

Provided that all airlines in such arrangements:-

- (i) hold the appropriate authority;
- (ii) meet the requirements normally applied to such arrangements; and
- (iii) must, in respect of any ticket sold by it, make it clear to the purchaser at the point of sale which airline or airlines will actually operate each sector of the service and with which airline or airlines the purchaser is entering into a contractual relationship.

2. Where a designated airline operates air services under code-share arrangements, as the operating airline, the operated capacity shall be counted against the capacity entitlements of the Contracting Party designating the said airline. Capacity offered by a designated airline acting as the marketing airline on the Code-Share services operated by other airlines shall not be counted against the capacity entitlement of the Contracting Party designating the said marketing airline. "The Code-share services shall not be counted against the frequency entitlement of the marketing carrier."

3. No fifth freedom traffic rights shall be exercised by the marketing airlines on the air services provided under code-sharing arrangements

4. Code-share services shall meet the regulatory requirements normally applied to such operations by the Contracting Parties, such as protection of and information to passengers, security, liability and any other requirements generally applied to other airlines operating international traffic.

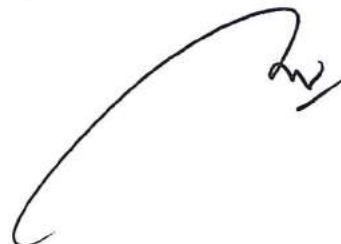
5. In addition to the provisions of the Route Schedule annexed to this Agreement, the designated airline(s) of each Contracting Party may, when operating Code-Share services as the marketing carrier through cooperative marketing arrangements with an airline of the other Contracting Party, serve any points within the territory of the other Contracting Party.

ARTICLE 21

Intermodal Services

1. Notwithstanding any other provision of this Agreement, airlines and indirect providers of passenger transportation of each Contracting Party shall be permitted, without restriction, to employ in connection with international air transportation any surface transportation for passengers to or from any points in the territories of the Contracting Parties or in third countries, including transport to and from all airports with customs facilities. Airlines may elect to perform their own surface transportation or, at their discretion, to provide it through arrangements with other surface carriers, including surface transportation operated by other airlines and indirect providers of passenger air transportation. Such intermodal passenger services may be offered at a single, through price for the air and surface transportation combined, provided that passengers are informed as to the facts of this transportation.

2. Notwithstanding any other provision of this Agreement, airlines and indirect providers of cargo transportation of the Contracting Parties shall be permitted, without restriction, to employ in connection with international air transportation any surface transport for cargo to or from any points in the territories of the Contracting Parties of third countries, including transport to and from all airports with customs facilities, and including, where applicable, the right to transport cargo in bond under applicable domestic law. Access to airport customs processing and facilities shall be provided for such cargo, whether moving by surface or by air. Airlines may elect to perform their own surface transport or to provide it through arrangements with other surface carriers, including surface transport operated by other airlines and indirect providers of cargo air transportation. Such intermodal cargo services may be offered at a single, through price for the air and surface transport combined, provided that shippers are informed as to the facts concerning such transport.



ARTICLE 22

Consultation

1. Either Contracting Party may at any time request consultations on the implementation, interpretation, application or amendment, or compliance with this Agreement.
2. Subject to Articles 5 (Suspension or Revocation of Operating Authorisation), 9 (Aviation Safety) and 10 (Aviation Security), such consultations, which may be through discussion or correspondence, shall begin within a period of sixty (60) days of the date of receipt of such a request, unless otherwise mutually decided.

ARTICLE 23

Amendment of Agreement

1. If either of the Contracting Parties considers it desirable to amend any provisions of this Agreement, such amendment shall be agreed upon in accordance with the provisions of Article 22 and shall be effected by an Exchange of Notes, through diplomatic channel, and shall come into effect on the date which each Contracting Party has notified the other of its compliance with the constitutional requirements necessary for implementation of the relevant amendment.
2. If, in conformity with domestic law, a multilateral convention concerning air transportation comes into force in respect of both Contracting Parties, this Agreement shall be deemed to be amended so far as is necessary to conform with the provisions of that Convention.

ARTICLE 24

Settlement of Disputes

1. Any dispute between the Contracting Parties concerning the interpretation or application/implementation of this Agreement, with the exception of any dispute concerning tariffs, which cannot be settled by consultations or negotiations, or, where

agreed, shall at the request of either Contracting Party be submitted to an arbitral tribunal.

2. Within a period of thirty (30) days from the date of receipt by either Contracting Party from the other Contracting Party of a note through the diplomatic channel requesting arbitration of the disputes by a tribunal, each Contracting Party shall nominate an arbitrator. Within a period of thirty (30) days from the appointment of the arbitrator last appointed, the two arbitrators shall appoint a president who shall be a national of a third state. If within thirty (30) days after one of the Contracting Parties has nominated its arbitrators, the other Contracting Party has not nominated its own or, if within thirty (30) days following the nomination of the second arbitrator, both arbitrators have not agreed on the appointment of the president, either Contracting Party may request the President of the Council of the International Civil Aviation Organisation to appoint an arbitrator or arbitrators as the case requires. If the President of the Council is of the same nationality as one of the Contracting Parties, the most senior Vice President who is not disqualified on that ground shall make the appointment.

3. Except as otherwise determined by the Contracting Parties or prescribed by the tribunal, each Contracting Party shall submit a memorandum within thirty (30) days after the tribunal is fully constituted. Replies shall be due within thirty (30) days. The tribunal shall hold a hearing at the request of either Contracting Party, or at its discretion, within thirty (30) days after replies are due.

4. The tribunal shall attempt to give a written award within thirty (30) days after completion of the hearing, or, if no hearing is held, after the date both replies are submitted. The award shall be taken by a majority vote.

5. The Contracting Parties may submit requests for clarification of the award within fifteen (15) days after it is received and such clarification shall be issued within fifteen (15) days of such request.

6. The award of the arbitral tribunal shall be final and binding upon the Parties.

7. The expenses of arbitration under this Article shall be shared equally between the Contracting Parties.

8. If and for so long as either Contracting Party fails to comply with an award under paragraph 6 of this Article; the other Contracting Party may limit, suspend or revoke any rights or privileges which it has granted by virtue of this Agreement to the Contracting Party in default.

ARTICLE 25

Termination

1. Either Contracting Party may at any time give notice in writing to the other Party of its decision to terminate this Agreement. Such notice shall be communicated simultaneously to the International Civil Aviation Organisation (ICAO). The Agreement shall terminate at midnight (at a place of receipt of the notice to the other Contracting Party) immediately before the first yearly anniversary of the date of receipt of notice by the Party, unless the notice is withdrawn by mutual decision of the Contracting Parties before the end of this period.

2. In default of acknowledgment of receipt of a notice of termination by the other Contracting Party, the notice shall be deemed to have been received fourteen (14) days after the date on which ICAO acknowledged receipt thereof, unless the notice to terminate is withdrawn by agreement before the expiry of this period.

ARTICLE 26

Registration with ICAO

The Agreement and any amendment thereto shall be registered with the International Civil Aviation Organisation.



ARTICLE 27

Entry into Force

The present Agreement shall be approved by each Contracting Party in compliance with its constitutional procedures and shall enter into force on the day of the exchange of Diplomatic Notes confirming such approval.

IN WITNESS WHEREOF, the undersigned, being duly authorized thereto by their respective Government have signed and sealed this Agreement.

DONE in duplicate at Aqaba, the Hashemite Kingdom of Jordan this 2nd day of December 2019 in the English language, both texts being equally authentic.



.....
Mr Nayan Koomar BALLAH, G.O.S.K

For the Government of
the Republic of Mauritius



.....
Amb. B. N. Williams NKURUNZIZA

For the Government of
the Republic of Rwanda

ANNEX

Section 1

ROUTE SCHEDULE

The designated airline(s) of each Contracting Party shall be entitled to perform international air transportation on their respective routes as given below:

Route for the designated airline(s) of the Republic of Mauritius

Points in	Intermediate	Points in	Beyond Points
Mauritius	Points	Rwanda	
Any points	Any points	Any points	Any points

Route for the designated airline(s) of the Republic of Rwanda

Points in	Intermediate	Points in	Beyond Points
Rwanda	Points	Mauritius	
Any points	Any points	Any points	Any points

Notes:

1. The points on the above route shall be freely selected by the designated airlines of each Contracting Party and will be notified to the Aeronautical Authorities of both Contracting Parties thirty (30) days before the start of the services.
2. The designated airline(s) of each Contracting Party may perform their services in either or both directions, and may at their option change the order or omit one or more

points on any of the above routes, in whole or part of its services (including intermediate, beyond points and points in the territories of the Contracting Parties), provided that the services commence or terminate at a point in the territory of the Contracting Party designating the airline.

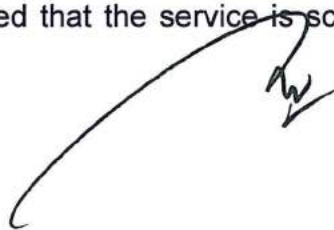
3. The intermediate and beyond points on the above routes to be operated with fifth freedom traffic rights by the designated airlines, shall be agreed upon between the Aeronautical authorities of the two Contracting Parties.

4. The designated airline(s) of each Contracting Party may serve points in the territory of the other Contracting Party in any combination, as part of a through international Journey and without domestic traffic rights (cabotage).

Section 2

CHANGE OF GAUGE

On any sector or sectors of the routes in Section 1 of this Annex, an airline or airlines designated by either Contracting Party shall be entitled to perform international air transportation, including under code sharing arrangements permitted under Article 20 without any limitation as to change at any point or points on the route, in the type, size or number of aircraft operated, provided that the service is scheduled as a direct connection flight.



<p>Bibonywe kugira ngo bishyirwe ku mugereka w'Iteka rya Perezida n° 030/01 ryo ku wa 08/03/2021 ryemeza burundu Amasezerano ajyanye no gutwara abantu n'ibintu mu kirere hagati ya Guverinoma ya Repubulika ya Mauritius na Guverinoma ya Repubulika y'u Rwanda, yakorewe i Aqaba mu Bwami bwa Yorodaniya, ku wa 2 Ukuboza 2019</p>	<p>Seen to be annexed to Presidential Order n° 030/01 of 08/03/2021 ratifying the Air Services Agreement between the Government of the Republic of Mauritius and the Government of the Republic of Rwanda, done at Aqaba, the Hashemite Kingdom of Jordan, on 2 December 2019</p>	<p>Vu pour être annexé à l'Arrêté Présidentiel n° 030/01 du 08/03/2021 ratifiant l'Accord sur les services aériens entre le Gouvernement de la République de Maurice et le Gouvernement de la République du Rwanda, fait à Aqaba, le Royaume Hachémite de Jordanie, le 2 décembre 2019</p>
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Kigali, 08/03/2021

(sé)

KAGAME Paul
Perezida wa Repubulika
President of the Republic
Président de la République

(sé)

Dr NGIRENTE Edouard
Minisitiri w'Intebe
Prime Minister
Premier Ministre

Bibonywe kandi bishyizweho Ikirango cya Repubulika:
Seen and sealed with the Seal of the Republic:
Vu et scellé du Sceau de la République:

(sé)

BUSINGYE Johnston
Minisitiri w'Ubutabera akaba n'Intumwa Nkuru ya Leta
Minister of Justice and Attorney General
Ministre de la Justice et Garde des Sceaux

<p>ITEKA RYA PEREZIDA N° 031/01 RYO KU WA 08/03/2021 RYEMEZA BURUNDU AMASEZERANO HAGATI YA GUVERINOMA Y'U RWANDA NA GUVERINOMA YA LETA ZUNZE UBUMWE Z'ABARABU AJYANYE NO GUTWARA ABANTU N'IBINTU MU KIRERE KU MBIBI ZABYO NO HANZE Y'IMBIBI ZABYO, YAKOREWE I AQABA MU BWAMI BWA YORODANIYA, KU WA 3 UKUBOZA 2019</p> <p style="text-align: center;"><u>ISHAKIRO</u></p> <p><u>Ingingo ya mbere:</u> Kwemeza burundu</p> <p><u>Ingingo ya 2:</u> Abashinzwe gushyira mu bikorwa iri teka</p> <p><u>Ingingo ya 3:</u> Igihe iri teka ritangirira gukurikizwa</p>	<p>PRESIDENTIAL ORDER N° 031/01 OF 08/03/2021 RATIFYING THE AGREEMENT BETWEEN THE GOVERNMENT OF RWANDA AND THE GOVERNMENT OF THE UNITED ARAB EMIRATES FOR AIR SERVICES BETWEEN AND BEYOND THEIR RESPECTIVE TERRITORIES, DONE AT AQABA, THE HASHEMITE KINGDOM OF JORDAN, ON 3 DECEMBER 2019</p> <p style="text-align: center;"><u>TABLE OF CONTENTS</u></p> <p><u>Article One:</u> Ratification</p> <p><u>Article 2:</u> Authorities responsible for the implementation of this Order</p> <p><u>Article 3:</u> Commencement</p>	<p>ARRÊTÉ PRÉSIDENTIEL N° 031/01 DU 08/03/2021 RATIFIANT L'ACCORD ENTRE LE GOUVERNEMENT DU RWANDA ET LE GOUVERNEMENT DES ÉMIRATS ARABES UNIS POUR LES SERVICES AÉRIENS ENTRE ET AU-DELÀ DE LEURS TERRITOIRES RESPECTIFS, FAIT À AQABA, LE ROYAUME HACHÉMITE DE JORDANIE, LE 3 DÉCEMBRE 2019</p> <p style="text-align: center;"><u>TABLE DES MATIÈRES</u></p> <p><u>Article premier:</u> Ratification</p> <p><u>Article 2:</u> Autorités chargées de l'exécution du présent arrêté</p> <p><u>Article 3:</u> Entrée en vigueur</p>
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<p>ITEKA RYA PEREZIDA N° 031/01 RYO KU WA 08/03/2021 RYEMEZA BURUNDU AMASEZERANO HAGATI YA GUVERINOMA Y’U RWANDA NA GUVERINOMA YA LETA ZUNZE UBUMWE Z’ABARABU AJYANYE NO GUTWARA ABANTU N’IBINTU MU KIRERE KU MBIBI ZABYO NO HANZE Y’IMBIBI ZABYO, YAKOREWE I AQABA MU BWAMI BWA YORODANIYA, KU WA 3 UKUBOZA 2019</p> <p>Twebwe, KAGAME Paul, Perezida wa Repubulika;</p> <p>Dushingiye ku Itegeko Nshinga rya Repubulika y’u Rwanda ryo mu 2003 ryavuguruwe mu 2015, cyane cyane mu ngingo zaryo, iya 112, iya 120, iya 122, iya 167, iya 168 n’iya 176;</p> <p>Dushingiye ku Itegeko n° 002 bis/2021 ryo ku wa 04 /03 /2021 ryemera kwemeza burundu amasezerano hagati ya Guverinoma y’u Rwanda na Guverinoma ya Leta Zunze Ubumwe z’Abarabu ajyanye no gutwara abantu n’ibintu mu kirere ku mbibi zabyo no hanze y’imbibi zabyo , yakorewe i <i>Aqaba</i> mu Bwami bwa Yorodaniya, ku wa 3 Ukuboza 2019;</p>	<p>PRESIDENTIAL ORDER N° 031/01 OF 08/03/2021 RATIFYING THE AGREEMENT BETWEEN THE GOVERNMENT OF RWANDA AND THE GOVERNMENT OF THE UNITED ARAB EMIRATES FOR AIR SERVICES BETWEEN AND BEYOND THEIR RESPECTIVE TERRITORIES, DONE AT AQABA, THE HASHEMITE KINGDOM OF JORDAN, ON 3 DECEMBER 2019</p> <p>We, KAGAME Paul, President of the Republic;</p> <p>Pursuant to the Constitution of the Republic of Rwanda of 2003 revised in 2015, especially in Articles 112, 120, 122, 167, 168 and 176;</p> <p>Pursuant to Law n° 002 bis/2021 of 04/03/2021 approving the ratification of the Agreement between Government of Rwanda and the Government of the United Arab Emirates for air services between and beyond their respective territories , done at Aqaba, the Hashemite Kingdom of Jordan on 03/12/2019;</p>	<p>ARRÊTÉ PRÉSIDENTIEL N° 031/01 DU 08/03/2021 RATIFIANT L’ACCORD ENTRE LE GOUVERNEMENT DU RWANDA ET LE GOUVERNEMENT DES ÉMIRATS ARABES UNIS POUR LES SERVICES AÉRIENS ENTRE ET AU-DELÀ DE LEURS TERRITOIRES RESPECTIFS, FAIT À AQABA, LE ROYAUME HACHÉMITE DE JORDANIE, LE 3 DÉCEMBRE 2019</p> <p>Nous, KAGAME Paul, Président de la République;</p> <p>Vu la Constitution de la République du Rwanda de 2003 révisée en 2015, spécialement en ses articles 112, 120, 122, 167, 168 et 176;</p> <p>Vu la Loi n° 002 bis/2021 du 04/03/2021 approuvant la ratification de l’Accord entre le Gouvernement du Rwanda et le Gouvernement des Émirats Arabes Unis pour les services aériens entre et au-delà de leurs territoires respectifs , fait à Aqaba , le Royaume Hachémite de Jordanie, le 3 décembre 2019;</p>
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<p>Tumaze kubona Amasezerano hagati ya Guverinoma y'u Rwanda na Guverinoma ya Leta Zunze Ubumwe z'Abarabu ajyanye no gutwara abantu n'ibintu mu kirere ku mbibi zabyo no hanze y'imbibi zabyo, yakorewe i Aqaba mu Bwami bwa Yorodaniya, ku wa 3 Ukuboza 2019;</p> <p>Bisabwe na Minisitiri w'Ibikorwa Remezo;</p> <p>Inama y'Abaminisitiri imaze kubisuzuma no kubyemeza;</p> <p>TWATEGETSE KANDI DUTEGETSE:</p> <p><u>Ingingo ya mbere: Kwemeza burundu</u></p> <p>Amasezerano hagati ya Guverinoma y'u Rwanda na Guverinoma ya Leta Zunze Ubumwe z'Abarabu ajyanye no gutwara abantu n'ibintu mu kirere ku mbibi zabyo no hanze y'imbibi zabyo, yakorewe i Aqaba mu Bwami bwa Yorodaniya, ku wa 3 Ukuboza 2019, ari ku mugereka w'iri teka, yemejwe burundu kandi atangiye gukurikizwa uko yakabaye.</p>	<p>Considering the Agreement between Government of Rwanda and the Government of the United Arab Emirates for air services between and beyond their respective territories, done at Aqaba, the Hashemite Kingdom of Jordan, on 3 December 2019;</p> <p>On proposal by the Minister of Infrastructure;</p> <p>After consideration and approval by the Cabinet meeting;</p> <p>HAVE ORDERED AND ORDER:</p> <p><u>Article One: Ratification</u></p> <p>The Agreement between Government of Rwanda and the Government of the United Arab Emirates for air services between and beyond their respective territories, done at Aqaba, the Hashemite Kingdom of Jordan, on 3 December 2019, annexed to this Order, is ratified and becomes fully effective.</p>	<p>Considérant l'Accord entre le Gouvernement du Rwanda et le Gouvernement des Émirats Arabes Unis pour les services aériens entre et au-delà de leurs territoires respectifs, fait à Aqaba, le Royaume Hachémite de Jordanie, le 3 décembre 2019;</p> <p>Sur proposition du Ministre des Infrastructures;</p> <p>Après examen et adoption par le Conseil des Ministres;</p> <p>AVONS ARRÊTÉ ET ARRÊTONS:</p> <p><u>Article premier: Ratification</u></p> <p>L'Accord entre le Gouvernement du Rwanda et le Gouvernement des Émirats Arabes Unis pour les services aériens entre et au-delà de leurs territoires respectifs, fait à Aqaba, le Royaume Hachémite de Jordanie, le 3 décembre 2019, annexé au présent arrêté, est ratifié et sort son plein et entier effet.</p>
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<p><u>Ingingo ya 2:</u> Abashinzwe gushyira mu bikorwa iri teka</p> <p>Minisitiri w’Intebe, Minisitiri w’Ibikorwa Remezo, Minisitiri w’Ububanyi n’Amahanga n’Ubutwererane na Minisitiri w’Imari n’Igenamigambi bashinzwe gushyira mu bikorwa iri teka.</p> <p><u>Ingingo ya 3:</u> Igihe iri teka ritangirira gukurikizwa</p> <p>Iri teka ritangira gukurikizwa ku munsu ritangarijweho mu Igazeti ya Leta ya Repubulika y’u Rwanda.</p>	<p><u>Article 2:</u> Authorities responsible for the implementation of this Order</p> <p>The Prime Minister, the Minister of Infrastructure, the Minister of Foreign Affairs and International Cooperation and the Minister of Finance and Economic Planning are entrusted with the implementation of this Order.</p> <p><u>Article 3:</u> Commencement</p> <p>This Order comes into force on the date of its publication in the Official Gazette of the Republic of Rwanda.</p>	<p><u>Article 2:</u> Autorités chargées de l’exécution du présent arrêté</p> <p>Le Premier Ministre, le Ministre des Infrastructures, le Ministre des Affaires Étrangères et de la Coopération Internationale et le Ministre des Finances et de la Planification Économique sont chargés de l’exécution du présent arrêté.</p> <p><u>Article 3:</u> Entrée en vigueur</p> <p>Le présent arrêté entre en vigueur le jour de sa publication au Journal Officiel de la République du Rwanda.</p>
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Kigali, 08/08/2021

(sé)

KAGAME Paul
Perezida wa Repubulika
President of the Republic
Président de la République

(sé)

Dr NGIRENTE Edouard
Minisitiri w'Intebe
Prime Minister
Premier Ministre

Bibonywe kandi bishyizweho Ikirango cya Repubulika:
Seen and sealed with the Seal of the Republic:
Vu et scellé du Sceau de la République :

(sé)

BUSINGYE Johnston
Minisitiri w'Ubutabera akaba n'Intumwa Nkuru ya Leta
Minister of Justice and Attorney General
Ministre de la Justice et Garde des Sceaux

<p>UMUGEREKA W'ITEKA RYA PEREZIDA N° 031/01 RYO KU WA 08/03/2021 RYEMEZA BURUNDU AMASEZERANO HAGATI YA GUVERINOMA Y'U RWANDA NA GUVERINOMA YA LETA ZUNZE UBUMWE Z'ABARABU AJYANYE NO GUTWARA ABANTU N'IBINTU MU KIRERE KU MBIBI ZABYO NO HANZE Y'IMBIBI ZABYO, YAKOREWE I AQABA MU BWAMI BWA YORODANIYA, KU WA 3 UKUBOZA 2019</p>	<p>ANNEX TO PRESIDENTIAL ORDER N° 031/01 OF 08/03/2021 RATIFYING THE AGREEMENT BETWEEN THE GOVERNMENT OF RWANDA AND THE GOVERNMENT OF THE UNITED ARAB EMIRATES FOR AIR SERVICES BETWEEN AND BEYOND THEIR RESPECTIVE TERRITORIES, DONE AT AQABA, THE HASHEMITE KINGDOM OF JORDAN, ON 3 DECEMBER 2019</p>	<p>ANNEXE À L'ARRÊTÉ PRÉSIDENTIEL N° 031/01 DU 08/03/2021 RATIFIANT L'ACCORD ENTRE LE GOUVERNEMENT DU RWANDA ET LE GOUVERNEMENT DES ÉMIRATS ARABES UNIS POUR LES SERVICES AÉRIENS ENTRE ET AU-DELÀ DE LEURS TERRITOIRES RESPECTIFS, FAIT À AQABA, LE ROYAUME HACHÉMITE DE JORDANIE, LE 3 DÉCEMBRE 2019</p>
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AGREEMENT

BETWEEN THE GOVERNMENT OF RWANDA

AND

THE GOVERNMENT OF THE UNITED ARAB EMIRATES

FOR AIR SERVICES BETWEEN AND BEYOND

THEIR RESPECTIVE TERRITORIES

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PREAMBLE

The Government of Rwanda and the Government of the United Arab Emirates (Hereinafter referred to as the "Contracting Parties");

Being parties to the Convention on International Civil Aviation opened for signature on the seventh day of December 1944:

Desiring to conclude an Agreement in conformity with and supplementary to the said Convention, for the purpose of establishing and operating Air Services between and beyond their respective territories;

Acknowledging the importance of air transportation as a means of creating and fostering friendship, understanding and co-operation between the people of the two countries;

Desiring to facilitate the expansion of international air transport opportunities;

HAVE AGREED AS FOLLOWS:

ARTICLE 1 - DEFINITIONS

1. For the purpose of this Agreement, unless the context otherwise requires, the term:
 - a) "Aeronautical Authority" means in the case of the Government of Rwanda, the Civil Aviation Authority of Rwanda and in the case of the United Arab Emirates, the General Civil Aviation Authority or in either case any person or body authorized to perform any function to which this Agreement relates;
 - b) "Agreed Services" means scheduled International Air Services between and beyond the respective territories of Rwanda and the United Arab Emirates for the transport of passengers, baggage and Cargo, separately or in any combination;
 - c) "Agreement" means this Agreement, its Annex drawn up in application thereof, and any amendment to the Agreement or to the Annex made thereto in accordance with the provisions of Article 19 of this Agreement;
 - d) "Air Service", "Airline", "International Air Service" and "stop for non-traffic purposes" have the meanings respectively assigned to them in Article 96 of the Convention;
 - e) "Annex" shall include the route schedule annexed to the Agreement and any clauses or notes appearing in such Annex and any modification made thereto in accordance with the provisions of Article 20 of this Agreement;
 - f) "Cargo" includes mail;
 - g) "Convention" means the Convention on International Civil Aviation, opened for signature at Chicago on the seventh day of December 1944, and includes: (i) any amendment thereto which has entered into force under Article 94(a) of the Convention and has been ratified by both Contracting Parties; and (ii) any annex or amendment adopted thereto under Article 90 of that Convention, insofar as such annex or amendment is at any given time effective for both Contracting Parties;
 - h) "Designated Airlines" means an airline or airlines that have been designated and authorized in accordance with Article 3 of this Agreement;
 - j) "Tariffs" means the prices to be charged for the carriage of passengers, baggage and cargo and the conditions under which those prices apply, but excluding remuneration and conditions for carriage of mail;
 - i) "Territory" in relation to a State has the meaning assigned to it in Article 2 of the Convention;
 - j) "User Charges" means charges made to airlines by the competent authorities or permitted by them to be made for the provision of airport facilities, property and/or of air navigation facilities, including related services and facilities for aircraft, their crews, passengers, baggage and cargo;
2. The Annex to this Agreement is considered an integral part thereof.

3. In implementing this Agreement, the Contracting Parties shall act in conformity with the provisions of the Convention insofar as those provisions are applicable to International Air Services.

ARTICLE 2 - GRANT OF RIGHTS

1. Each Contracting Party grants to the other Contracting Party the rights specified in this Agreement to enable its Designated Airlines to establish and operate Agreed Services.
2. The Designated Airlines of each Contracting Party shall enjoy the following rights:
 - a) to fly across the Territory of the other Contracting Party without landing;
 - b) to make stops in the Territory of the other Contracting Party for non-traffic purposes, and
 - c) to make stops in the Territory of the other Contracting Party, for the purpose of taking on and/or discharging international traffic in passengers, baggage and Cargo, separately or in any combination, while operating the Agreed Services.
3. Additionally, the airline(s) of each Contracting Party, other than those designated under Article 3, shall also enjoy the rights specified in paragraph 2(a) and 2(b) of this Article.
4. Nothing in this Article shall be deemed to confer on any Designated Airlines of either Contracting Party the privilege of taking on, in the Territory of the other Contracting Party, passengers, baggage and Cargo carried for remuneration or hire and destined for another point within the Territory of that other Contracting Party.
5. If because of armed conflict, political disturbances or developments or special and unusual circumstances a Designated Airline of one Contracting Party is unable to operate a service on its normal routing, the other Contracting Party shall use its best efforts to facilitate the continued operation of such service through appropriate temporary rearrangement of routes as is mutually decided by the Contracting Parties.
6. The Designated Airlines shall have the right to use all airways, airports and other facilities provided by the Contracting Parties on a non-discriminatory basis.

ARTICLE 3 - DESIGNATION AND AUTHORIZATION

1. The Aeronautical Authority of each Contracting Party shall have the right to designate one or more airlines for the purpose of operating the Agreed Services and to withdraw or alter the designation of any such airline or to substitute another airline for one previously designated. Such designation may specify the scope of the authorization granted to each airline in relation to the operation of the Agreed Services. Designations and any changes thereto shall be made in writing by the Aeronautical Authority of the Contracting Party having designated the airline to the Aeronautical Authority of the other Contracting Party.
2. On receipt of a notice of designation, substitution or alteration thereto, and on application from the Designated Airline in the form and manner prescribed, the other Contracting Party shall, subject to the provisions of paragraphs (3) and (4) of this Article, without delay grant to the airline(s) designated the appropriate operating authorizations.
3. The Aeronautical Authority of one Contracting Party may require an airline designated by the other Contracting Party to satisfy them that it is qualified to fulfill the conditions prescribed under the laws and regulations normally and reasonably applied to the operation of International Air Services by such authority in conformity with the provisions of the Convention.
4. Each Contracting Party shall have the right to refuse to grant the operating authorizations referred to in paragraph (2) of this Article, or to impose such conditions as it may deem necessary on the exercise by a Designated Airline of the rights specified in paragraph 2(c) of Article 2 of this Agreement, in any case where, subject to any special agreement between the Contracting Parties, it is not satisfied that substantial ownership and effective control of that airline are vested in the Contracting Party designating the airline or its nationals.
5. When an airline has been so designated and authorized, it may begin at any time to operate the Agreed Services in whole or in part, provided that a timetable is established in accordance with Article 14 of this Agreement in respect of such services.

ARTICLE 4 – REVOCATION AND LIMITATION OF OPERATING AUTHORIZATION

1. The Aeronautical Authority of each Contracting Party shall, with respect to an airline designated by the other Contracting Party, have the right to revoke an operating authorization or to suspend the exercise of the rights specified in Article 2 of this Agreement, or to impose conditions, temporarily or permanently, as it may deem necessary on the exercise of those rights:
 - a) in the case of failure by that airline to comply with the laws and regulations normally and reasonably applied by the Aeronautical Authority of the Contracting Party granting those rights in conformity with the Convention; or
 - b) in case the airline otherwise fails to operate in accordance with the conditions prescribed under this Agreement; or
 - c) in any case where, subject to any special agreement between the Contracting Parties, it is not satisfied that the substantial ownership and effective control of that airline are vested in the Contracting Party designating the airline or its nationals; or
 - d) in accordance with paragraph (6) of Article 10 of this Agreement;
 - e) in the case of failure by the other Contracting Party to take appropriate action to improve safety in accordance with paragraph (2) of Article 10 of this Agreement; or
 - f) in any case where the other Contracting Party fails to comply with any decision or stipulation arising from the application of Article 18 of this Agreement;
2. Unless immediate revocation, suspension, or imposition of the conditions mentioned in paragraph (1) of this Article is essential to prevent further infringements of laws or regulations, such right shall be exercised only after consultation with the Aeronautical Authority of the other Contracting Party, as provided for in Article 17.
3. In the event of action by one Contracting Party under this Article, the rights of the other Contracting Party under Article 18 shall not be prejudiced.

ARTICLE 5 – PRINCIPLES GOVERNING OPERATION OF AGREED SERVICES

1. Each Contracting Party shall reciprocally allow the Designated Airlines of both Contracting Parties to compete freely in providing the international air service governed by this Agreement.

2. Each Contracting Party shall take all appropriate action within its jurisdiction to eliminate all forms of discrimination and anti-competitive or predatory practices in the exercise of the rights and entitlements set out in this Agreement.
3. There shall be no restriction on the capacity and the number of frequencies and/or type(s) of aircraft to be operated by the Designated Airlines of both Contracting Parties in any type of service (passenger, cargo, separately or in combination). Each Designated Airline is permitted to determine the frequency, capacity it offers on the Agreed Services.
4. Neither Contracting Party shall impose on the Designated Airlines of the other Contracting Party, a first refusal requirement, uplift ratio, no objection fee or any other requirement with respect to capacity, frequencies or traffic which would be inconsistent with the purposes of this Agreement.
5. Neither Contracting Party shall impose on the Designated Airlines of the other Contracting Party, a first refusal requirement, uplift ratio, no objection fee or any other requirement with respect to capacity, frequencies or traffic which would be inconsistent with the purposes of this Agreement.

ARTICLE 6 - CUSTOMS DUTIES AND OTHER CHARGES

1. Each Contracting Party exempts the Designated Airlines of the other Contracting Party from import restrictions, custom duties, direct or indirect taxes, inspection fees and all other national and/or local duties and charges on aircraft as well as their regular equipment, fuel, lubricants, maintenance equipment, aircraft tools, consumable technical supplies, spare parts including engines, aircraft stores including but not limited to such items as food, beverages, liquor, tobacco and other products for sale to or use by passengers during flight and other items intended for or used solely in connection with the operation or servicing of aircraft used by such Designated Airline operating the Agreed Services, as well as printed ticket stock, airway bills, staff uniforms, computers and ticket printers used by the Designated Airline for reservations and ticketing, any printed material which bears the insignia of the Designated Airline printed thereon and usual publicity and promotional materials distributed free of charge by such Designated Airline.

2. The exemptions granted by this Article shall apply to the items referred to in paragraph (1) of this Article which are:

- a) introduced into the Territory of one Contracting Party by or on behalf of a Designated Airline of the other Contracting Party;
- b) retained on board the aircraft of a Designated Airline of one Contracting Party upon arriving in and until leaving the Territory of the other Contracting Party and/or consumed during flight over that Territory;
- c) taken on board the aircraft of a Designated Airline of one Contracting Party in the Territory of the other Contracting Party and intended for use in operating the Agreed Services;

whether or not such items are used or consumed wholly or partly within the Territory of the Contracting Party granting the exemption, provided such items are not alienated in the Territory of the said Contracting Party.

3. The regular airborne equipment, as well as the materials, supplies and stores normally retained on board the aircraft used by the Designated Airline of either Contracting Party may be unloaded in the Territory of the other Contracting Party only with the approval of the customs authorities of that other Contracting Party. In such case, such equipment and items shall enjoy the exemptions provided for by paragraph (1) of this Article provided that they may be required to be placed under the supervision of the said authorities up to such time as they are re-exported or otherwise disposed of in accordance with customs regulations.
4. The exemptions provided for by this Article shall also be available in situations where the Designated Airlines of either Contracting Party have entered into arrangements with another airline(s), for the loan or transfer in the Territory of the other Contracting Party, of the regular equipment and the other items referred to in paragraph (1) of this Article, provided that that other airline enjoys the same exemption(s) from that other Contracting Party.

ARTICLE 7 – APPLICATION OF NATIONAL LAWS AND REGULATIONS

1. The laws, regulations and procedures of one Contracting Party relating to the admission to, sojourn in, or departure from its Territory of aircraft engaged in international air navigation, or to the operation and navigation of such aircraft while within its Territory, shall be applied to aircraft operated by the airline(s) of the other

Contracting Party without distinction as to nationality as they are applied to its own, and shall be complied with by such aircraft upon entry into, departure from and while within the Territory of that Contracting Party.

2. The laws, regulations and procedures of one Contracting Party as to the admission to, sojourn in, or departure from its Territory of passengers, baggage, crew and cargo, transported on board the aircraft, such as regulations relating to entry, clearance, aviation security, immigration, passports, customs, currency, health, quarantine and sanitary measures or in the case of mail, postal laws and regulations shall be complied with by or on behalf of such passengers, baggage, crew and Cargo upon entry into and departure from and while within the Territory of the first Contracting Party.
3. Neither Contracting Party may grant any preference to its own or any other airline(s) over the Designated Airline(s) of the other Contracting Party in the application of the laws and regulations provided for in this Article.
4. Passengers, baggage and Cargo in direct transit across the Territory of either Contracting Party and not leaving areas of the airport reserved for such purpose shall, except in respect of security measures against violence, air piracy, narcotics control be subject to no more than a simplified control. Such baggage and Cargo shall be exempt from customs duties, excise taxes and other similar national and/or local fees and charges.

ARTICLE 8 – CERTIFICATES OF AIRWORTHINESS AND COMPETENCY

1. Certificates of airworthiness, certificates of competency and licenses issued, or rendered valid by one Contracting Party and still in force, shall be recognized as valid by the other Contracting Party for the purpose of operating the Agreed Services provided always that such certificates or licenses were issued, or rendered valid, pursuant to and in conformity with the minimum standards established under the Convention.
2. Each Contracting Party, reserves the right, however, to refuse to recognize, for flights above its own Territory, certificates of competency and licenses granted to its own nationals by the other Contracting Party.
3. If the privileges or conditions of the licenses or certificates issued or rendered valid by one Contracting Party permit a difference from the standards established under the Convention, whether or not such difference has been filed with the International

Civil Aviation Organization, the Aeronautical Authority of the other Contracting Party may, without prejudice to the rights of the first Contracting Party under Article 10(2), request consultations with the Aeronautical Authority of the other Contracting Party in accordance with Article 17, with a view to satisfying themselves that the practice in question is acceptable to them. Failure to reach satisfactory agreement shall constitute grounds for the application of Article 4(1) of this Agreement.

ARTICLE 9 – USER CHARGES

1. Each Contracting Party shall use its best efforts to ensure that the User Charges imposed or permitted to be imposed by its competent charging bodies on the Designated Airlines of the other Contracting Party for the use of airports and other aviation facilities are just and reasonable. These charges shall be based on sound economic principles and shall not be higher than those paid by other airlines for such services.
2. Neither Contracting Party shall give preference, with respect to User Charges, to its own or to any other airline(s) engaged in similar International Air Services and shall not impose or permit to be imposed, on the Designated Airline(s) of the other Contracting Party User Charges higher than those imposed on its own Designated Airline(s) operating similar International Air Services using similar aircraft and associated facilities and services.
3. Each Contracting Party shall encourage consultations between its competent charging bodies and the Designated Airlines using the services and facilities. Reasonable notice shall be given whenever possible to such users of any proposal for changes in User Charges together with relevant supporting information and data, to enable them to express their views before the charges are revised.

ARTICLE 10 – SAFETY

1. Each Contracting Party may request consultations at any time concerning safety standards in any area relating to aircrew, aircraft or their operation adopted by the other Contracting Party. Such consultations shall take place within 30 days of that request.
2. If, following such consultations, one Contracting Party finds that the other Contracting Party does not effectively maintain and administer safety standards in any such area that are at least equal to the minimum standards established at that

time pursuant to the Convention, the first Contracting Party shall notify the other Contracting Party of those findings and the steps considered necessary to conform with those minimum standards, and that other Contracting Party shall take appropriate corrective action. Failure by the other Contracting Party to take appropriate action within 15 days or such longer period as may be agreed, shall be grounds for the application of Article 4(1) of this Agreement.

3. It is agreed that any aircraft operated by an airline of one Contracting Party on services to or from the Territory of the other Contracting Party may, while within the Territory of the other Contracting Party, be made the subject of an examination by the authorized representatives of the other Contracting Party, on board and around the aircraft to check both the validity of the aircraft documents and those of its crew and the apparent condition of the aircraft and its equipment (in this Article called "ramp inspection"), provided this does not lead to unreasonable delay.
4. If any such ramp inspection or series of ramp inspections gives rise to:
 - a) Serious concerns that an aircraft or the operation of an aircraft does not comply with the minimum standards established at that time pursuant to the Convention; or
 - b) Serious concerns that there is a lack of effective maintenance and administration of safety standards established at that time pursuant to the Convention;

the Contracting Party carrying out the inspection shall, for the purposes of Article 33 of the Convention, be free to conclude that the requirements under which the certificate or licenses in respect of that aircraft or in respect of the crew of that aircraft had been issued or rendered valid or that the requirements under which that aircraft is operated are not equal to or above the minimum standards established pursuant to the Convention.

5. In the event that access for the purpose of undertaking a ramp inspection of an aircraft operated by an airline of one Contracting Party in accordance with paragraph (3) of this Article is denied by a representative of that airline, the other Contracting Party shall be free to infer that serious concerns of the type referred to in paragraph (4) of this Article arise and draw the conclusions referred to in that paragraph.

6. Each Contracting Party reserves the right to suspend or vary the operating authorization of an airline or airlines of the other Contracting Party immediately in the event the first Contracting Party concludes, whether as a result of a ramp inspection, a series of ramp inspections, a denial of access for ramp inspection, consultation or otherwise, that immediate action is essential to the safety of an airline operation.
7. Any action by one Contracting Party in accordance with paragraphs (2) or (6) of this Article shall be discontinued once the basis for taking that action ceases to exist.

ARTICLE 11 – AVIATION SECURITY

1. Consistent with their rights and obligations under international law, the Contracting Parties reaffirm that their obligation to each other to protect the security of civil aviation against acts of unlawful interference forms an integral part of this Agreement.
2. Without limiting the generality of their rights and obligations under international law, the Contracting Parties shall in particular act in conformity with the provisions of the Convention on Offences and Certain Other Acts Committed on Board Aircraft, signed at Tokyo on 14 September 1963, the Convention for the Suppression of Unlawful Seizure of Aircraft, signed at the Hague on 16 December 1970, the Convention for the Suppression of Unlawful Acts against the Safety of Civil Aviation, signed at Montreal on 23 September, 1971 and the Protocol for the Suppression of Unlawful Acts of Violence at Airports Serving International Civil Aviation Supplementary to the Convention for the Suppression of Unlawful Acts against the Safety of Civil Aviation done at Montreal on 23 September 1971, signed at Montreal on 24 February 1988 and any other agreement governing civil aviation security binding upon both Contracting Parties.
3. The Contracting Parties shall provide upon request all necessary assistance to each other to prevent acts of unlawful seizure of civil aircraft and other unlawful acts against the safety of such aircraft, their passengers and crew, airports and air navigation facilities and any other relevant threat to the security of civil aviation.
4. The Contracting Parties shall, in their mutual relations, act in conformity with the aviation security provisions established by the International Civil Aviation Organization and designated as annexes to the Convention to the extent that such security provisions are applicable to the Contracting Parties.

5. In addition, the Contracting Parties shall require that operators of aircraft of their registry or operators of aircraft who have their principal place of business or permanent residence in their Territory and the operators of airports in their Territory act in conformity with such aviation security provisions as are applicable to the Contracting Parties.
6. Each Contracting Party agrees that its operators of aircraft may be required to observe the aviation security provisions referred to in paragraph 4 above applied by the other Contracting Party for entry into, departure from, or while within the Territory of that other Contracting Party.
7. Each Contracting Party shall ensure that measures are effectively applied within its Territory to protect the aircraft and to security screen their passengers, crew and carry-on items and to carry out appropriate security checks on baggage, Cargo and aircraft stores prior to boarding or loading. Each Contracting Party also agrees to give positive consideration to any request from the other Contracting Party for reasonable special security measures to meet a particular threat.
8. Each Contracting Party shall take such measures as it may find practicable to ensure that an aircraft of the other Contracting Party subjected to an act of unlawful seizure or other acts of unlawful interference which is on the ground in its Territory is detained thereon unless its departure is necessitated by the overriding duty to protect the lives of its passengers and crew.
9. When a Contracting Party has reasonable grounds to believe that the other Contracting Party has departed from the provisions of this Article, the Aeronautical Authority of the first Contracting Party may request immediate consultations with the Aeronautical Authority of the other Contracting Party. Failure to reach a satisfactory agreement within fifteen (15) days from the date of such request shall constitute grounds for the application of paragraph (1) of Article 4 of this Agreement. When required by an emergency, a Contracting Party may take interim action under paragraph (1) of Article 4 prior to the expiry of fifteen (15) days. Any action taken in accordance with this paragraph shall be discontinued upon compliance by the other Contracting Party with the security provisions of this Article.

ARTICLE 12 - COMMERCIAL ACTIVITIES

1. The Designated Airlines of each Contracting Party shall have the right to establish in the Territory of the other Contracting Party offices for the purpose of promotion of air transportation and sale of transport documents as well as for other ancillary products and facilities required for the provision of air transportation.
2. The Designated Airlines of each Contracting Party shall be entitled, to bring into and maintain in the Territory of the other Contracting Party those of their own managerial, commercial, operational, sales, technical and other personnel and representatives as it may require in connection with the provision of air transportation.
3. Such representatives and staff requirements mentioned in paragraph 2 of this Article may, at the option of the Designated Airline, be satisfied by its own personnel of any nationality or by using the services of any other airline, organization or company operating in the Territory of the other Contracting Party and authorized to perform such services in the Territory of such other Contracting Party.
4. The Designated Airlines of each Contracting Party shall, either directly and at their discretion, through agents, have the right to engage in the sale of air transportation and its ancillary products and facilities in the Territory of the other Contracting Party. For this purpose, the Designated Airlines shall have the right to use its own transportation documents. The Designated Airline of each Contracting Party shall have the right to sell, and any person shall be free to purchase, such transportation and its ancillary products and facilities in local currency or in any other freely convertible currency.
5. The Designated Airlines of one Contracting Party shall have the right to pay for local expenses in the Territory of the other Contracting Party in local currency or, provided that this is in accordance with local currency regulations, in any freely convertible currencies.
6. Each Contracting Party shall apply the Code of Conduct formulated by the International Civil Aviation Organization for the regulation and operation of Computer Reservation Systems within its territory, consistent with other applicable regulations and obligations concerning Computer Reservations Systems

7. The Designated Airlines shall have the right to perform its own ground handling with respect to passenger check-in operations in the Territory of the other Contracting Party. This right does not include airside ground handling services and will only be subject to constraints resulting from requirements of airport safety, security and airport infrastructure. Where safety and security considerations preclude the exercise of the right mentioned in this paragraph, such ground handling services shall be made available without preference or discrimination to any airline engaged in similar international air services.
8. On the basis of reciprocity and in addition to the right granted by paragraph (6) of this Article, each Designated Airline of one Contracting Party shall have the right to select in the Territory of the other Contracting Party, any agent from competing handling agents authorized by the competent authorities of that other Contracting Party, for the provision, in whole or in part, of handling services.
9. The Designated Airlines of one Contracting Party may also be permitted to provide ground handling services envisaged by paragraph (7) of this Article, in whole or in part, for other airlines serving the same airport in the Territory of the other Contracting Party.
10. All the above activities shall be carried out in accordance with the applicable laws and regulations in force in the Territory of the other Contracting Party.

ARTICLE 13 – TRANSFER OF FUNDS

1. Each Contracting Party grants to the Designated Airlines of the other Contracting Party the right to transfer freely the excess of receipts over expenditure earned by such airlines in its Territory in connection with the sale of air transportation, sale of other ancillary products and services as well as commercial interest earned on such revenues (including interest earned on deposits awaiting transfer). Such transfers shall be effected in any convertible currency, in accordance with the foreign exchange regulations of the Contracting Party in the Territory of which the revenue accrued. Such transfers shall be effected on the basis of official exchange rates or where there is no official exchange rate, such transfers shall be effected on the basis of the prevailing foreign exchange market rates for current payments.

2. If a Contracting Party imposes restrictions on the transfer of excess of receipts over expenditure by the Designated Airlines of the other Contracting Party, the latter shall have a right to impose reciprocal restrictions on the Designated Airlines of the first Contracting Party.
3. In the event that there exists a special agreement between the Contracting Parties for the avoidance of double taxation, or in the case where there is a special agreement ruling the transfer of funds between the two Contracting Parties, such agreement shall prevail.

ARTICLE 14 - APPROVAL OF TIMETABLES

1. The Designated Airlines of each Contracting Party shall submit for approval to the Aeronautical Authority of the other Contracting Party forty-five (45) prior to the inauguration of their services, the timetable of the intended services, specifying the frequency, the type of aircraft, and period of validity. This requirement shall likewise apply to any modification thereof.
2. If a Designated Airline wishes to operate ad-hoc flights supplementary to those covered in the approved timetables, it shall obtain prior permission of the Aeronautical Authority of the Contracting Party concerned, who shall give positive and favorable consideration to such request.

ARTICLE 15 – TARIFFS

1. Each Contracting Party shall allow Tariffs to be established by each Designated Airline based upon its commercial considerations in the market place. Neither Contracting Party shall require the Designated Airlines to consult other airlines about the Tariffs they charge or propose to charge.
2. Each Contracting Party may require prior filing with its Aeronautical Authorities, of Tariffs to be charged to or from its Territory by Designated Airlines of both Contracting Parties. Such filing by or on behalf of the Designated Airlines may be required by no more than thirty (30) days before the proposed date of effectiveness. In individual cases, filing may be permitted on shorter notice than normally required. If a Contracting Party permits an airline to file a tariff on short notice, the tariff shall become effective on the proposed date for traffic originating in the territory of that Contracting Party.

3. Except as otherwise provided in this Article, neither Contracting Party shall take unilateral action to prevent the inauguration or continuation of a tariff proposed to be charged or charged by a Designated Airline of either Contracting Party for international air transportation.
4. Intervention by the Contracting Parties shall be limited to:
 - (a) Prevention of Tariffs whose application constitutes anti-competitive behavior which has or is likely to or intended to have the effect of crippling a competitor or excluding a competitor from a route;
 - (b) Protection of consumers from Tariffs that are unreasonably high or restrictive due to the abuse of a dominant position; and
 - (c) Protection of Designated Airlines from Tariffs which are artificially low.
5. If a Contracting Party believes that a tariff proposed to be charged by a Designated Airline of the other Contracting Party for international air transportation is inconsistent with considerations set forth in paragraph (4) of this Article, it shall request consultations and notify the other Contracting Party of the reasons for its dissatisfaction as soon as possible. These consultations shall be held not later than thirty (30) days after receipt of the request, and the Contracting Parties shall cooperate in securing information necessary for reasoned resolution of the issue. If the Contracting Parties reach agreement with respect to a tariff for which a notice of dissatisfaction has been given, each Contracting Party shall use its best efforts to put that agreement into effect. Without such mutual agreement to the contrary, the previously existing tariff shall continue in effect.

ARTICLE 16 - EXCHANGE OF INFORMATION

1. The Aeronautical Authorities of both Contracting Parties shall exchange information, as promptly as possible, concerning the current authorizations extended to their respective Designated Airlines to render service to, through and from the Territory of the other Contracting Party. This will include copies of current certificates and authorizations for services on proposed routes, together with amendments or exemption orders.
2. The Aeronautical Authorities of either Contracting Party shall supply to the Aeronautical Authorities of the other Contracting Party, at their request, such periodic or other statements of statistics of traffic uplifted from and discharged in the territory of that other Contracting Party as may be reasonably required.

ARTICLE 17 - CONSULTATION

1. In a spirit of close cooperation, the Aeronautical Authorities of the Contracting Parties shall consult each other from time to time with a view to ensuring the implementation of and satisfactory compliance with, the provisions of this Agreement and either Contracting Party may at any time request consultations on the implementation interpretation, application or amendment of this Agreement.
2. Subject to Articles 4, 10 and 11, such consultations, which may be through discussion or correspondence, shall begin within a period of sixty (60) days of the date of receipt of such a request, unless otherwise agreed by both Contracting Parties.

ARTICLE 18 - SETTLEMENT OF DISPUTES

1. If any dispute arises between the Contracting Parties relating to the interpretation or application of this Agreement the Contracting Parties shall in the first place endeavor to settle it by negotiation.
2. If the Contracting Parties fail to reach a settlement by negotiation, they may agree to refer the dispute for decision to some person or body for mediation.
3. If the Contracting Parties do not agree to mediation, or if a settlement is not reached by negotiation, the dispute shall, at the request of either Contracting Party, be submitted for decision to a tribunal of three (3) arbitrators which shall be constituted in the following manner:
 - a) Within sixty (60) days of receipt of a request for arbitration, each Contracting Party shall appoint one arbitrator. A national of a third State, who shall act as the President of the tribunal, shall be nominated as the third arbitrator by the two appointed arbitrators within sixty (60) days of the appointment of the second;
 - b) If within the time limits specified above any appointment has not been made either Contracting Party may request the President of the Council of the International Civil Aviation Organization to make the necessary appointment within 30 days. If the President is of the same nationality as one of the Contracting Parties, the most senior Vice President who is not disqualified on that same ground shall make the appointment. In such case the arbitrator or

arbitrators appointed by the said President or the Vice President as the case may be, shall not be nationals or permanent residents of the States parties to this Agreement.

4. Except as hereinafter provided in this Article or otherwise agreed by the Contracting Parties, the tribunal shall determine the place where the proceedings will be held and the limits of its jurisdiction in accordance with this Agreement. The tribunal shall establish its own procedure. A conference to determine the precise issues to be arbitrated shall be held not later than thirty (30) days after the tribunal is fully constituted.
5. Except as otherwise agreed by the Contracting Parties or prescribed by the tribunal, each Contracting Party shall submit a memorandum within forty five (45) days after the tribunal is fully constituted. Replies shall be due sixty (60) days later. The tribunal shall hold a hearing at the request of either Contracting Party, or at its discretion, within thirty (30) days after replies are due.
6. The tribunal shall attempt to give a written decision within thirty (30) days after completion of the hearing or, if no hearing is held, thirty (30) days after both replies are submitted. The decision shall be taken by a majority vote.
7. The Contracting Parties may submit requests for clarification of the decision within fifteen (15) days after it receives the decision of the tribunal, and such clarification shall be issued within fifteen (15) days of such request.
8. The Contracting Parties shall comply with any stipulation, provisional ruling or final decision of the tribunal.
9. Subject to the final decision of the tribunal, the Contracting Parties shall bear the costs of its arbitrator and an equal share of the other costs of the tribunal, including any expenses incurred by the President or Vice President of the Council of the International Civil Aviation Organization in implementing the procedures in paragraph 3(b) of this Article.
10. If, and as long as, either Contracting Party fails to comply with a decision contemplated in paragraph (8) of this Article, the other Contracting Party may limit, suspend or revoke any rights or privileges which it has granted under this Agreement to the Contracting Party in default.

ARTICLE 19 - AMENDMENT OF AGREEMENT

1. Subject to the provisions of paragraph (2) of this Article, if either Contracting Party considers it desirable to amend any provision of this Agreement, such amendment shall be agreed upon in accordance with the provisions of Article 17 and shall be effected by an Exchange of Diplomatic Notes and will come into effect on a date to be determined by the Contracting Parties, which date shall be dependent upon the completion of the relevant internal ratification process of each Contracting Party.
2. Any amendments to the Annexes to this Agreement may be agreed directly between the Aeronautical Authorities of the Contracting Parties. Such amendments shall enter into force from the date they have been agreed upon.
3. This Agreement shall, subject to the necessary changes, be deemed to have been amended by those provisions of any international convention or multilateral agreement which becomes binding on both Contracting Parties.

ARTICLE 20 - REGISTRATION

This Agreement and any amendments thereto, other than amendments to the Annexes, shall be submitted by the Contracting Parties to the International Civil Aviation Organization for registration.

ARTICLE 21 - TERMINATION

1. Either Contracting Party may at any time give notice in writing through diplomatic channels to the other Contracting Party of its decision to terminate this Agreement. Such notice shall be simultaneously communicated to the International Civil Aviation Organization. In such case the Agreement shall terminate twelve (12) months after the date of receipt of notice by the other Contracting Party, unless the notice to terminate is withdrawn by agreement before the expiry of this period.
2. In the absence of acknowledgment of receipt of a notice of termination by the other Contracting Party, notice shall be deemed to have been received by it fourteen (14) days after the receipt of the notice by the International Civil Aviation Organization.

ANNEX
ROUTE SCHEDULE

Section 1:

Routes to be operated by the Designated Airline(s) of the United Arab Emirates:

FROM	INTERMEDIATE POINTS	TO	BEYOND POINTS
Any Points in the UAE	Any Points	Any Points in Rwanda	Any Points

Section 2:

Routes to be operated by the Designated Airline(s) of Rwanda:

FROM	INTERMEDIATE POINTS	TO	BEYOND POINTS
Any Points in Rwanda	Any Points	Any Points in the UAE	Any Points

Operation of the Agreed Services

1. The Designated Airline(s) of both Contracting Parties may, on any or all flights and at its option, operate in either or both directions; serve intermediate and/ or beyond points on the routes in any combination and in any order; omit calling at any or all intermediate or beyond point(s); terminate its services in the territory of the other Contracting Party and/or in any point beyond that territory; serve points within the territory of each Contracting Party in any combination without cabotage.
2. The Designated Airline(s) of both Contracting Parties are entitled to exercise, in any type of service (passenger, cargo, separately or in combination), full fifth freedom traffic rights to/from any intermediate and /or beyond point(s) without any restrictions whatsoever.

ARTICLE 22 – ENTRY INTO FORCE

This Agreement shall be provisionally made effective from the date of signature and shall enter into force on the day the last written notification is received by diplomatic note confirming that the Contracting Parties have fulfilled all respective internal procedures required for the entry into force of this Agreement.

IN WITNESS WHEREOF the undersigned being duly authorized thereto by their respective Governments, have signed this Agreement in duplicate in the Arabic and English Languages, all texts being equally authentic and each Party retains one original in each language for implementation. In the event of any divergence of interpretation, the English text shall prevail.

Done at Aqaba on this ^{3rd}.....day of December of the year 2019.


**FOR THE GOVERNMENT OF
RWANDA**


**FOR THE GOVERNMENT OF
UNITED ARAB EMIRATES**

<p>Bibonywe kugira ngo bishyirwe ku mugereka w'Iteka rya Perezida n° 031/01 ryo ku wa 08/03/2021 ryemeza burundu Amasezerano hagati ya Guverinoma y'u Rwanda na Guverinoma ya Leta Zunze Ubumwe z'Abarabu ajyanye no gutwara abantu n'ibintu mu kirere ku mbibi zabyo no hanze y'imbibi zabyo, yakorewe i Aqaba mu Bwami bwa Yorodaniya, ku wa 3 Ukuboza 2019</p>	<p>Seen to be annexed to Presidential Order n° 031/01 of 08/03/2021 ratifying the Agreement between Government of Rwanda and the Government of the United Arab Emirates for air services between and beyond their respective territories, done at Aqaba, the Hashemite Kingdom of Jordan, on 3 December 2019</p>	<p>Vu pour être annexé à l'Arrêté Présidentiel n° 031/01 du 08/03/2021 ratifiant L'Accord entre le Gouvernement du Rwanda et le Gouvernement des Émirats Arabes Unis pour les services aériens entre et au-delà de leurs territoires respectifs, fait à Aqaba, le Royaume Hachémite de Jordanie, le 3 décembre 2019</p>
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Kigali, 08/03/2021

(sé)

KAGAME Paul
Perezida wa Repubulika
President of the Republic
Président de la République

(sé)

Dr NGIRENTE Edouard
Minisitiri w'Intebe
Prime Minister
Premier Ministre

Bibonywe kandi bishyizweho Ikirango cya Repubulika:
Seen and sealed with the Seal of the Republic:
Vu et scellé du Sceau de la République:

(sé)

BUSINGYE Johnston
Minisitiri w'Ubutabera akaba n'Intumwa Nkuru ya Leta
Minister of Justice and Attorney General
Ministre de la Justice et Garde des Sceaux

<p>ITEKA RYA PEREZIDA N° 032/01 RYO KU WA 08/03/2021 RYEMEZA BURUNDU AMASEZERANO AJYANYE NO GUTWARA ABANTU N'IBINTU MU KIRERE HAGATI YA GUVERINOMA YA MALAYSIA NA GUVERINOMA YA REPUBULIKA Y'U RWANDA, YAKOREWE I AQABA MU BWAMI BWA YORODANIYA, KU WA 4 UKUBOZA 2019</p> <p style="text-align: center;"><u>ISHAKIRO</u></p> <p><u>Ingingo ya mbere:</u> Kwemeza burundu</p> <p><u>Ingingo ya 2:</u> Abashinzwe gushyira mu bikorwa iri teka</p> <p><u>Ingingo ya 3:</u> Igihe iri teka ritangirira gukurikizwa</p>	<p>PRESIDENTIAL ORDER N° 032/01 OF 08/03/2021 RATIFYING THE AIR SERVICES AGREEMENT BETWEEN THE GOVERNMENT OF MALAYSIA AND THE GOVERNMENT OF THE REPUBLIC OF RWANDA, DONE AT AQABA, THE HASHEMITE KINGDOM OF JORDAN, ON 4 DECEMBER 2019</p> <p style="text-align: center;"><u>TABLE OF CONTENTS</u></p> <p><u>Article One:</u> Ratification</p> <p><u>Article 2:</u> Authorities responsible for the implementation of this Order</p> <p><u>Article 3:</u> Commencement</p>	<p>ARRÊTÉ PRÉSIDENTIEL N° 032/01 DU 08/03/2021 RATIFIANT L'ACCORD SUR LES SERVICES AÉRIENS ENTRE LE GOUVERNEMENT DE MALAISIE ET LE GOUVERNEMENT DE LA RÉPUBLIQUE DU RWANDA, FAIT À AQABA, LE ROYAUME HACHÉMITE DE JORDANIE, LE 4 DÉCEMBRE 2019</p> <p style="text-align: center;"><u>TABLE DES MATIÈRES</u></p> <p><u>Article premier:</u> Ratification</p> <p><u>Article 2:</u> Autorités chargées de l'exécution du présent arrêté</p> <p><u>Article 3:</u> Entrée en vigueur</p>
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<p>ITEKA RYA PEREZIDA N° 032/01 RYO KU WA 08/03/2021 RYEMEZA BURUNDU AMASEZERANO AJYANYE NO GUTWARA ABANTU N'IBINTU MU KIRERE HAGATI YA GUVERINOMA YA MALAYSIA NA GUVERINOMA YA REPUBULIKA Y'U RWANDA, YAKOREWE I AQABA MU BWAMI BWA YORODANIYA, KU WA 4 UKUBOZA 2019</p> <p>Twebwe, KAGAME Paul, Perezida wa Repubulika;</p> <p>Dushingiye ku Itegeko Nshinga rya Repubulika y'u Rwanda ryo mu 2003 ryavuguruwe mu 2015, cyane cyane mu ngingo zaryo, iya 112, iya 120, iya 122, iya 167, iya 168 n'iya 176;</p> <p>Dushingiye ku Itegeko n° 003 bis/2021 ryo ku wa 04 /02 /2021 ryemera kwemeza burundu amasezerano ajyanye no gutwara abantu n'ibintu mu kirere hagati ya Guverinoma ya <i>Malaysia</i> na Guverinoma ya Repubulika y'u Rwanda, yakorewe i <i>Aqaba</i> mu Bwami bwa Yorodaniya , ku wa 4 Ukuboza 2019;</p> <p>Tumaze kubona Amasezerano ajyanye no gutwara abantu n'ibintu mu kirere hagati ya</p>	<p>PRESIDENTIAL ORDER N° 032/01 OF 08/03/2021 RATIFYING THE AIR SERVICES AGREEMENT BETWEEN THE GOVERNMENT OF MALAYSIA AND THE GOVERNMENT OF THE REPUBLIC OF RWANDA, DONE AT AQABA, THE HASHEMITE KINGDOM OF JORDAN, ON 4 DECEMBER 2019</p> <p>We, KAGAME Paul, President of the Republic;</p> <p>Pursuant to the Constitution of the Republic of Rwanda of 2003 revised in 2015, especially in Articles 112, 120, 122, 167, 168 and 176;</p> <p>Pursuant to Law n° 003 bis/2021 of 04/02 /2021 approving the ratification of the Air Services Agreement between Government of Malaysia and the Government of the Republic of Rwanda , done at Aqaba, the Hashemite Kingdom of Jordan, on 4 December 2019;</p> <p>Considering the Air Services Agreement between Government of Malaysia and the</p>	<p>ARRÊTÉ PRÉSIDENTIEL N° 032/01 DU 08/03/2021 RATIFIANT L'ACCORD SUR LES SERVICES AÉRIENS ENTRE LE GOUVERNEMENT DE MALAISIE ET LE GOUVERNEMENT DE LA RÉPUBLIQUE DU RWANDA, FAIT À AQABA, LE ROYAUME HACHÉMITE DE JORDANIE, LE 4 DÉCEMBRE 2019</p> <p>Nous, KAGAME Paul, Président de la République;</p> <p>Vu la Constitution de la République du Rwanda de 2003 révisée en 2015, spécialement en ses articles 112, 120, 122, 167, 168 et 176;</p> <p>Vu la Loi n° 003 /2021 du 04 /02 /2021 approuvant la ratification de l'Accord sur les services aériens entre le Gouvernement de Malaisie et le Gouvernement de la République du Rwanda , fait à Aqaba , le Royaume Hachémite de Jordanie, le 4 décembre 2019;</p> <p>Considérant l'Accord sur les services aériens entre le Gouvernement de Malaisie et le</p>
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<p>Guverinoma ya Malaysia na Guverinoma ya Repubulika y'u Rwanda, yakorewe i Aqaba mu Bwami bwa Yorodaniya, ku wa 4 Ukuboza 2019;</p> <p>Bisabwe na Minisitiri w'Ibikorwa Remezo;</p> <p>Inama y'Abaminisitiri imaze kubisuzuma no kubyemeza;</p> <p>TWATEGETSE KANDI DUTEGETSE:</p> <p><u>Ingingo ya mbere: Kwemeza burundu</u></p> <p>Amasezerano ajyanye no gutwara abantu n'ibintu mu kirere hagati ya Guverinoma ya Malaysia na Guverinoma ya Repubulika y'u Rwanda, yakorewe i Aqaba mu Bwami bwa Yorodaniya, ku wa 4 Ukuboza 2019, ari ku mugereka w'iri teka, yemejwe burundu kandi atangiye gukurikizwa uko yakabaye.</p> <p><u>Ingingo ya 2: Abashinzwe gushyira mu bikorwa iri teka</u></p> <p>Minisitiri w'Intebe, Minisitiri w'Ibikorwa Remezo, Minisitiri w'Ububanyi n'Amahanga n'Ubutwererane na Minisitiri w'Imari n'Igenamigambi bashinzwe gushyira mu bikorwa iri teka.</p>	<p>Government of the Republic of Rwanda, done at Aqaba, the Hashemite Kingdom of Jordan, on 4 December 2019;</p> <p>On proposal by the Minister of Infrastructure;</p> <p>After consideration and approval by the Cabinet meeting;</p> <p>HAVE ORDERED AND ORDER:</p> <p><u>Article One: Ratification</u></p> <p>The Air Services Agreement between Government of Malaysia and the Government of the Republic of Rwanda, done at Aqaba, the Hashemite Kingdom of Jordan, on 4 December 2019, annexed to this Order, is ratified and becomes fully effective.</p> <p><u>Article 2: Authorities responsible for the implementation of this Order</u></p> <p>The Prime Minister, the Minister of Infrastructure, the Minister of Foreign Affairs and International Cooperation and the Minister of Finance and Economic Planning are entrusted with the implementation of this Order.</p>	<p>Gouvernement de la République du Rwanda, fait à Aqaba, le Royaume Hachémite de Jordanie, le 4 décembre 2019;</p> <p>Sur proposition du Ministre des Infrastructures;</p> <p>Après examen et adoption par le Conseil des Ministres;</p> <p>AVONS ARRÊTÉ ET ARRÊTONS:</p> <p><u>Article premier: Ratification</u></p> <p>L'Accord sur les services aériens entre le Gouvernement de Malaisie et le Gouvernement de la République du Rwanda, fait à Aqaba, le Royaume Hachémite de Jordanie, le 4 décembre 2019, annexé au présent arrêté, est ratifié et sort son plein et entier effet.</p> <p><u>Article 2: Autorités chargées de l'exécution du présent arrêté</u></p> <p>Le Premier Ministre, le Ministre des Infrastructures, le Ministre des Affaires Étrangères et de la Coopération Internationale et le Ministre des Finances et de la Planification Économique sont chargés de l'exécution du présent arrêté.</p>
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<p><u>Ingingo ya 3: Igihe iri teka ritangirira gukurikizwa</u></p> <p>Iri teka ritangira gukurikizwa ku munsu ritangarijweho mu Igazeti ya Leta ya Repubulika y'u Rwanda.</p>	<p><u>Article 3: Commencement</u></p> <p>This Order comes into force on the date of its publication in the Official Gazette of the Republic of Rwanda.</p>	<p><u>Article 3: Entrée en vigueur</u></p> <p>Le présent arrêté entre en vigueur le jour de sa publication au Journal Officiel de la République du Rwanda.</p>
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Kigali, 08/03/2021

(sé)

KAGAME Paul
Perezida wa Repubulika
President of the Republic
Président de la République

(sé)

Dr NGIRENTE Edouard
Minisitiri w'Intebe
Prime Minister
Premier Ministre

Bibonywe kandi bishyizweho Ikirango cya Repubulika:
Seen and sealed with the Seal of the Republic:
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(sé)

BUSINGYE Johnston
Minisitiri w'Ubutabera akaba n'Intumwa Nkuru ya Leta
Minister of Justice and Attorney General
Ministre de la Justice et Garde des Sceaux

<p>UMUGEREKA W'ITEKA RYA PEREZIDA N° 032/01 RYO KU WA 08/03/2021 RYEMEZA BURUNDU AMASEZERANO AJYANYE NO GUTWARA ABANTU N'IBINTU MU KIRERE HAGATI YA GUVERINOMA YA MALAYSIA NA GUVERINOMA YA REPUBULIKA Y'U RWANDA, YAKOREWE I AQABA MU BWAMI BWA YORODANIYA, KU WA 4 UKUBOZA 2019</p>	<p>ANNEX TO PRESIDENTIAL ORDER N° 032/01 OF 08/03/2021 RATIFYING THE AIR SERVICES AGREEMENT BETWEEN THE GOVERNMENT OF MALAYSIA AND THE GOVERNMENT OF THE REPUBLIC OF RWANDA, DONE AT AQABA, THE HASHEMITE KINGDOM OF JORDAN, ON 4 DECEMBER 2019</p>	<p>ANNEXE À L'ARRÊTÉ PRÉSIDENTIEL N° 032/01 DU 08/03/2021 RATIFIANT L'ACCORD SUR LES SERVICES AÉRIENS ENTRE LE GOUVERNEMENT DE MALAISIE ET LE GOUVERNEMENT DE LA RÉPUBLIQUE DU RWANDA, FAIT À AQABA, LE ROYAUME HACHÉMITE DE JORDANIE, LE 4 DÉCEMBRE 2019</p>
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AIR SERVICES AGREEMENT

BETWEEN

THE GOVERNMENT OF MALAYSIA

AND

THE GOVERNMENT OF THE REPUBLIC OF RWANDA

A handwritten signature in blue ink, consisting of stylized, overlapping loops and a long horizontal stroke extending to the left.A handwritten signature in blue ink, featuring a large, sweeping arc that starts from the bottom left and curves upwards and to the right, ending with a small mark.

AIR SERVICES AGREEMENT BETWEEN THE GOVERNMENT OF MALAYSIA AND THE GOVERNMENT OF THE REPUBLIC OF RWANDA

The Government of Malaysia and the Government of Rwanda (hereinafter referred to singularly as the "Party" and collectively as "the Parties"),

Being Parties to the Convention on International Civil Aviation, opened for signature at Chicago on 7 December 1944;

DESIRING to contribute to the progress of international civil aviation;

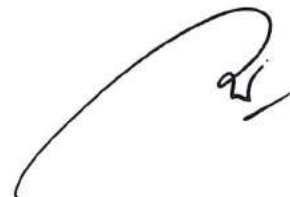
DESIRING to conclude an agreement for the purpose of establishing and operating air services between and beyond their respective territories;

HAVE AGREED as follows:

Article 1 Definitions

For the purpose of this Agreement, unless otherwise stated, the term:

- a) "air transportation" means the public carriage by aircraft of passengers, baggage, cargo and mail, separately or in combination, for remuneration or hire;
- b) "aeronautical authorities" means, in the case of the Government of Malaysia the Ministry of Transport; in the case of the Government of Rwanda the Ministry of Infrastructure or in both cases any other authority or person empowered to perform the functions now exercised by the said authorities;
- c) "agreed services" means scheduled international air services on the route(s) specified in the Annex to this Agreement;
- d) "agreement" means this Agreement, its Annex, and any amendments thereto;
- e) "capacity" is the amount(s) of services provided under the agreement, usually measured in the number of flights (frequencies) or seats or tons of cargo offered in a market (city pair, or country to country) or on route during specific period, such as daily, weekly, seasonally or annually;
- f) "Convention" means the Convention on International Civil Aviation opened for signature at Chicago on the seventh day of December, 1944, and includes any Annex adopted under Article 90 of that Convention, and any amendment of the Annexes or Convention under Articles 90 and 94, insofar as such Annexes and amendments have become effective for both Parties;



g) "designated airline" means an airline which has been designated and authorized in accordance with Article 3 of this Agreement;

h) "ICAO" means the International Civil Aviation Organisation;

i) "intermodal air transportation" means the public carriage by aircraft and by one or more surface modes of transport of passengers, baggage, cargo and mail, separately or in combination, for remuneration or hire;

j) "international air transportation" is air transportation in which the passengers, baggage, cargo and mail which are taken on board in the territory of one State are destined to another State;

k) "price" or "tariff" means any fare, rate or charge for the carriage of passengers, baggage and/or cargo (excluding mail) in air transportation (including any other mode of transportation in connection therewith) charged by airlines, including their agents, and the conditions governing the availability of such fare, rate or charge;

l) "territory" in relation to a State means the land areas and territorial waters adjacent thereto and the airspace above them under the sovereignty of that State;

m) "user charges" means a charge made to airlines by the competent authorities, or permitted by them to be made, for the provision of airport property facilities or of air navigation facilities, or aviation security facilities or services, including related services and facilities, for aircraft, their crews, passengers and cargo; and

n) "air service", "international air service", "airline", and "stop for non-traffic purposes", have the meaning assigned to them in Article 96 of the Convention.

Article 2

Grant of Rights

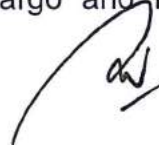
1. Each Party grants to the other Party the rights specified in this Agreement for the purpose of operating international air services on the routes specified in the Route Schedule (Annex hereto).

2. Subject to the provisions of this Agreement, the airlines(s) designated by each Party shall enjoy the following rights:

a) the right to fly without landing across the territory of the other Party;

b) the right to make stops in the territory of the other Party for non-traffic purposes; and

c) the right to make stops at the point(s) on the route(s) specified in the Route Schedule to this Agreement for the purpose of taking on board and/or discharging international traffic in passengers, baggage, cargo and mail separately or in combination on a commercial basis.



3. The airlines of each Party, other than those designated under Article 3 (Designation and Authorisation) of this Agreement, shall also enjoy the rights specified in paragraphs 2 a) and b) of this Article.

Article 3

Designation and Authorisation

1. Each Party shall have the right to designate in writing to the other Party as many airlines as it wishes to operate the agreed services in accordance with this Agreement and to withdraw or alter such designation.

2. On receipt of such a designation, and of application from the designated airline, in the form and manner prescribed for operating authorisation, each Party shall grant the appropriate authorisation with minimum procedural delay, provided that:

a) it is satisfied that substantial ownership and effective regulatory control of that designating airline is vested in the Party designating the airline;

b) the Party designating the airline is in compliance with the provisions set forth in Article 8 (Safety) and Article 9 (Aviation Security); and

c) the designated airline is qualified to meet other conditions prescribed under the laws and regulations normally applied to the operation of international air transport services by the Party receiving the designation.

3. On receipt of the operating authorisation of paragraph 2, a designated airline may at any time begin to operate the agreed services for which it is so designated, provided that the airline complies with applicable provisions of this Agreement.

Article 4

Withholding, Revocation and Limitation of Authorisation

1. The aeronautical authorities of each Party shall have the right to withhold the authorisations referred to in Article 3 (Designation and Authorisation) of this Agreement with respect to an airline designated by the other Party, and to revoke, suspend or impose conditions on such authorisations, temporarily or permanently:

a) in the event that they are not satisfied that the substantial ownership and effective regulatory control of that designated airline is vested in the Party designating the airline or nationals of the Party designating the airline;

b) in the event of failure by the Party designating the airline to comply with the provisions set forth in Article 8 (Safety) and Article 9 (Aviation Security); and

c) in the event of failure that such designated airline is qualified to meet other conditions prescribed under the laws and regulations normally applied to the operation of international air transport services by the Party receiving the designation.



2. Unless immediate action is essential to prevent infringement of the laws and regulations referred to above or unless safety or security requires action in accordance with the provisions of Article 8 (Safety) or Article 9 (Aviation Security), the rights enumerated in paragraph 1 of this Article shall be exercised only after consultations between the aeronautical authorities in conformity with Article 29 (Consultations) of this Agreement.

Article 5

Application of Laws

1. The laws and regulations of one Party governing entry into and departure from its territory of aircraft engaged in international air services, or the operation and navigation of such aircraft while within its territory, shall be applied to the aircraft of the designated airline of the other Party.

2. The laws and regulations of one Party relating to the entry into, stay in and departure from its territory of passengers, crew and cargo including mail such as those regarding immigration, customs, currency and health and quarantine shall apply to passengers, crew, cargo and mail carried by the aircraft of the designated airline of the other Party while they are within the said territory.

3. Neither Party shall give preference to its own or any other airline over a designated airline of the other Party engaged in similar international air transportation in the application of its immigration, customs, quarantine and similar regulations.

Article 6

Direct Transit

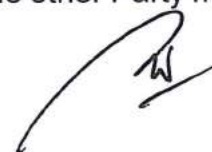
Passengers, baggage, cargo and mail in direct transit through the territory of any Party and not leaving the area of the airport reserved for such purpose shall not undergo any examination except for reasons of aviation security, narcotics control, prevention of illegal entry or in special circumstances, subject to approval from other government agencies.

Article 7

Recognition of Certificates

1. Certificates of airworthiness, certificates of competency and licenses issued or rendered valid are equal to or above the minimum standards which may be established pursuant to the Convention.

2. If the privileges or condition of the licenses or certificates referred to in paragraph 1 above, issued by the aeronautical authorities of one Party to any person or designated airline or in respect of an aircraft used in the operation of the agreed services, should permit a difference from the minimum standards established under the Convention, and which difference has been filed with ICAO, the other Party may



request consultations between the aeronautical authorities with a view to clarifying the practice in question.

3. Each Party reserves the right, however, to refuse to recognize for the purpose of flights above are landing within its own territory, certificates of competency and licenses granted to its own nationals by the other Party.

Article 8 Safety

1. Each Party may request consultations at any time concerning the safety standards maintained by the other Party in areas relating to aeronautical facilities, flight crew, aircraft and the operation of aircraft. Such consultations shall take place within thirty (30) days of that request.

2. If, following such consultations, one Party finds that the other Party does not effectively maintain and administer safety standards in the areas referred to in paragraph 1 that meet the Standards established at that time pursuant to the Convention, the other Party shall be informed of such findings and the steps considered necessary to conform with the ICAO Standards. The other Party shall then take appropriate corrective action within an agreed time period.

3. Pursuant to Article 16 of the Convention, it is further agreed that, any aircraft operated by, or on behalf of an airline of one Party, on service to or from the territory of another Party, may while within the territory of the other Party be the subject of a search by the authorized representatives of the other Party, provided this does not cause unreasonable delay in the operation of the aircraft. Notwithstanding the obligations mentioned in Article 33 of the Convention, the purpose of this search is to verify the validity of the relevant aircraft documentation, the licensing of its crew, and that the aircraft equipment and the condition of the aircraft conform to the Standards established at that time pursuant to the Convention.

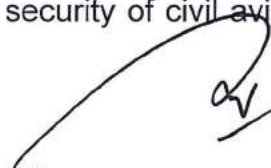
4. When urgent action is essential to ensure the safety of an airline operation, each Party reserves the right to immediately suspend or vary the operating authorisation of an airline or airlines of the other Party.

5. Any action by one Party in accordance with paragraph 4 above shall be discontinued once the basis for taking of that action ceases to exist.

6. With reference to paragraph 2, if it is determined that one Party remains in non-compliance with ICAO Standards should be advised thereof, the latter should be advised of the subsequent satisfactory resolution of the situation.

Article 9 Aviation Security

1. Consistent with their rights and obligations under international law, the Parties reaffirm that their obligations to each other to protect the security of civil aviation



against acts of unlawful interference forms an integral part of this Agreement. Without limiting the generality of their rights and obligations under international law, the Parties shall, in particular, act in conformity with the provisions of the Convention on Offences and Certain Other Acts Committed on Board Aircraft, signed at Tokyo on 14 September 1963, the Convention for Suppression of Unlawful Seizure of Aircraft, signed at the Hague on 16 December 1970 and the Convention for the Suppression of Unlawful Acts against the Safety of Civil Aviation, signed at Montreal on 23 September 1971, its Supplementary Protocol for the Suppression of Unlawful Acts of Violence at Airports Serving International Civil Aviation, signed at Montreal on 24 February 1988 as well as with any other convention and protocol relating to the security of civil aviation which both Parties adhere to.

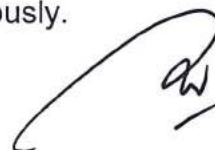
2. The Parties shall provide, upon request, all necessary assistance to each other to prevent acts of unlawful seizure of civil aircraft and other unlawful acts against the safety of such aircraft, their passengers and crew, airports and air navigation facilities, and any other threat to the security of civil aviation.

3. The Parties shall, in their mutual relations, act in conformity with the aviation security provisions established by ICAO and designated as Annexes to the Convention; they shall require that operators of aircraft of their registry or operators of aircraft who have their principal place of business or permanent residence in their territory and the operators of airports in their territory act in conformity with such aviation security provisions. Each Party shall advise the other Party of any difference between its national regulations and practices and the aviation security standards of the Annexes. Either Party may request immediate consultations with the other Party at any time to discuss any such differences.

4. Each Party agrees that such operators of aircraft may be required to observe the aviation security provisions referred to in paragraph 3) above required by the other Party for entry into, departure from, or while within, the territory of that other Party. Each Party shall ensure that adequate measures are effectively applied within its territory to protect the aircraft and to inspect passengers, crew, carry-on items, and baggage, cargo and aircraft stores prior to and during boarding or loading. Each Party shall also give sympathetic consideration to any request from the other Party for reasonable special security measures to meet a particular threat.

5. When an incident or threat of an incident of unlawful seizure of civil aircraft or other unlawful acts against the safety of such aircraft, their passengers and crew, airports or air navigation facilities occurs, the Parties shall assist each other by facilitating communications and other appropriate measures intended to terminate rapidly and safely such incident or threat thereof.

6. Each Party shall have the right, within sixty (60) days following notice (or such shorter period as may be agreed between the aeronautical authorities), for its aeronautical authorities to conduct an assessment in the territory of the other Party of the security measures being carried out, or planned to be carried out, by aircraft operators in respect of flights arriving from, or departing to the territory to the first Party. The administrative arrangements for the conduct of such assessment shall be agreed between the aeronautical authorities and implemented without delay so as to ensure that assessments will be conducted expeditiously.



7. When a Party has reasonable grounds to believe that the other Party has departed from the provisions of this Article, the first Party may request consultations. Such consultations shall start within fifteen (15) days of receipt of such a request from either Party. Failure to reach a satisfactory agreement within (15) days from the start of consultations shall constitute grounds for withholding, revoking, suspending or imposing conditions on the authorisations of the airlines designated by the other Party. When justified by an emergency, or to prevent further non-compliance with the provisions of this Article, the first Party may take interim action at any time.

Article 10

Security of Travel Documents

1. Each Party agrees to adopt measures to ensure the security of their passports and other travel documents.

2. In this regard, each Party agrees to establish controls on the lawful creation, issuance, verification and use of passports and other travel documents and identity documents issued by, or on behalf of, that Party.

3. Each Party also agrees to establish or improve procedures to ensure that travel and identity documents issued by it are of such quality that they cannot easily be misused and cannot readily be unlawfully altered, replicated or issued.

4. Pursuant to the objectives above, each Party shall issue their passports and other travel documents in accordance with ICAO Doc 9303, *Machine Readable Travel Documents: Part 1 B Machine Readable Passports, Part 2 B Machine Readable Visas, and/or Part 3 B Size 1 and Size 2 Machine Readable Official Travel Documents*.

5. Each Party further agrees to exchange operational information regarding forged or counterfeit travel documents, and to cooperate with the other Party to strengthen resistance to travel document fraud, including the forgery or counterfeiting of travel documents, the use of valid travel documents by imposters, the misuse of authentic travel documents by rightful holders in furtherance of the commission of an offence, the use of expired or revoked travel documents, and the use of fraudulently obtained travel documents.

Article 11

Inadmissible and Undocumented Passengers and Deportees

1. Each Party agrees to establish effective border controls.

2. In this regard, each Party agrees to implement the Standards and Recommended Practices of Annex 9 (Facilitation) to the Convention concerning inadmissible and undocumented passengers and deportees in order to enhance cooperation to combat illegal migration.



3. Pursuant to the objectives above, each Party agrees to issue, or to accept, as the case may be, the letter relating to "fraudulent, falsified or counterfeit travel documents or genuine documents presented by imposters" set out in Appendix 9 b) to Annex 9 (11th edition), when taking action under relevant paragraphs of Chapter 3 of the Annex regarding the seizure of fraudulent, falsified or counterfeit travel documents.

Article 12

User Charges

1. Neither Party shall impose or permit to be imposed on the designated airlines of the other Party user charges higher than those imposed on its airlines operating similar international services.

2. Each Party shall encourage consultations on user charges between its competent charging authority or airport or air navigation service provider and airlines using the service and facilities provided by those charging authorities or service provider, where practicable through those airlines' representative organisations. Reasonable notice of any proposals for changes in user charges should be given to such users to enable them to express their views before changes are made. Each Party shall further encourage its competent charging authority or service provider and such users to exchange appropriate information concerning user charges.

3. Each Party shall encourage consultations between the competent charging authorities or bodies in its territory and the airlines using the services and facilities, and shall encourage the competent authorities or bodies and the airlines to exchange such information as may be necessary to permit an accurate review of the reasonableness of the charges in accordance with the principles in paragraph 1 and each Party shall encourage the competent charging authorities to provide users with reasonable notice of any proposal for changes in user charges to enable users to express their views before changes are made.

4. Neither Party shall be held, in dispute resolution procedures pursuant to Article 30 (Settlement of Disputes), to be in breach of a provision of this Article, unless:

(a) it fails to undertake a review of the charge or practice that is the subject of complaint by the other Party within a reasonable amount of time; or

(b) following such a review it fails to take all steps within its power to remedy any charge or practice that is inconsistent with this Article.

5. Airports, airways, air traffic control and air navigation services, aviation security, and other related facilities and services that are provided in the territory of one Party shall be available for use by the airlines of the other Party on terms no less favourable than the most favourable terms available to any airline engaged in similar international air services at the time arrangements for use are made.



Article 13

Customs Duties

1. Each Party shall on the basis of reciprocity exempt a designated airline of the other Party to the fullest extent possible under its national law from import restrictions, customs duties, excise taxes and charges not based on the cost of services provided on arrival on aircraft, fuel, lubricating oils, consumable technical supplies, spare parts including engines, regular aircraft equipment, aircraft stores and other items such as printed ticket stock, air waybills, any printed material which bears the insignia of the company printed thereon and usual publicity material distributed free of charge by that designated airline intended for use or used solely in connection with the operation or servicing of aircraft of the designated airline of such other Party operating the agreed services.

2. The exemptions granted by this Article shall apply to the items referred to in paragraph 1:

- (a) introduced into the territory of the Party by or on behalf of the designated airline of the other Party;
- (b) retained on board aircraft of the designated airline of one Party upon arrival in or leaving the territory of the other Party; or
- (c) taken on board aircraft of the designated airline of one Party in the territory of the other Party and intended for use in operating the agreed services.

whether or not such items are used or consumed wholly within the territory of the Party granting the exemption, provided the ownership of such items is not transferred in the territory of the said Party.

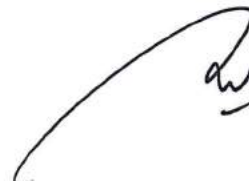
The regular airborne equipment, as well as the materials and supplies normally retained on board the aircraft of a designated airline of either Party, may be unloaded in the territory of the other Party only with the approval of the customs authorities of that territory. In such case, they may be placed under the supervision of the said authorities up to such time as they are re-exported or otherwise disposed of in accordance with customs regulations.

Article 14

Taxation

1. Profits or income from the operation of aircraft in international traffic derived by an airline of one Party, including participation in inter-airline commercial agreements or joint business ventures, shall be exempt from any tax on profits or income imposed by the Government of the other Party.

2. Capital and assets of an airline of one Party relating to the operation of aircraft in international traffic shall be exempt from all taxes on capital and assets imposed by the Government of the other Party.



3. Gains from the alienation of aircraft operated in international traffic and movable property pertaining to the operation of such aircraft which are received by an airline of one Party shall be exempt from any tax on gains imposed by the Government of the other Party.

4. Each Party shall on a reciprocal basis grant relief from value added tax or similar indirect taxes on goods and services supplied to the airline designated by the other Party and used for the purposes of its operation of international air services. The tax relief may take the form of an exemption or a refund. Nothing in this Agreement shall affect the rights and obligations if either country under any tax convention. In the event of any inconsistency between this Agreement and any such convention, that convention shall prevail to the extent of inconsistency.

Article 15 Capacity

1. Each Party shall allow each designated airline to determine the frequency and capacity of the international air transportation it offers based on commercial considerations of the marketplace.

2. Neither Party shall unilaterally limit the volume of traffic, frequency, or regularity of service, or the aircraft type or types operated by the designated airlines of the other Party, except as may be required for customs, technical, operational, or environmental reasons under uniform conditions consistent with Article 15 of the Convention.

3. Neither Party shall impose on the other Party's designated airlines a first refusal requirement, uplift ratio, no-objection fee, or any other requirement with respect to the capacity, frequency or traffic which would be inconsistent with the purposes of this Agreement.

4. Neither Party shall require the filing of schedules, programmes for charter flights, or operational plans by airlines of the other Party for approval, except as may be required on a non-discriminatory basis to enforce uniform conditions as foreseen by paragraph 2) of this Article or as may be specifically authorized in an Annex to this Agreement. If a Party requires filings for information purposes, it shall minimize the administrative burdens of filing requirements and procedures on air transportation intermediaries and on designated airlines of the other Party.

Article 16 Pricing (Tariffs)

1. Each Party shall allow prices for air transportation to be established by each designated airline based upon commercial considerations in the marketplace. Intervention by the Parties shall be limited to:

- (a) prevention of unreasonably discriminatory prices or practices;

(b) protection of consumers from prices that are unreasonably high or restrictive due to the abuse of a dominant position; and

(c) protection of airlines from prices that are artificially low due to direct or indirect governmental subsidy or support.

2. Each Party may require notification to or filing with its aeronautical authorities of prices to be charged to or from its territory by airlines of the other Party. Notification or filing by the airlines of both Parties may be required no more than thirty (30) days before the proposed date of effectiveness. In individual cases, notification or filing may be permitted on shorter notice than normally required. Each designated airline may implement matching prices upon one day's notice. Neither Party shall require the notification or filing by airlines of the other Party of prices charged by charterers to the public, except as may be required on a non-discriminatory basis for information purpose.

3. Neither Party shall take unilateral action to prevent the inauguration or continuation of a price proposed to be charged or charged by (1) an airline of either Party for international air transportation between the territories of the Parties, or (2) an airline of one Party for international air transportation between the territory of the other Party and any other country, including in both cases transportation on an interline or interlines basis. If either Party believes that any such price is inconsistent with the considerations set forth in paragraph (1) of this Article, it shall request consultations and notify the other Party of the reasons for its dissatisfaction as soon as possible. These consultations shall be held not later than thirty (30) days after receipt of the request, and the Parties shall cooperate in securing information necessary for reasoned resolution of the issue. If the Parties reach agreement with respect to a price for which a notice of dissatisfaction has been given, each Party shall use its best efforts to put that agreement into effect. Without such mutual agreement, the price shall go into effect or continue in effect.

Article 17

Safeguards

1. The Parties agree that the following airline practices may be regarded as possible unfair competitive practices which may merit closer examination:

a) charging fares and rates on routes at levels which are, in the aggregate, insufficient to cover the costs of providing the services to which they relate;

b) the addition of excessive capacity or frequency of service;

c) the practices in question are sustained rather than temporary;

d) the practices in question have a serious negative economic effect on, or cause significant damage to, another airline;

e) the practices in question reflect an apparent intent or have the probable effect, or crippling, excluding or driving another airline from the market; and

f) behaviour indicating an abuse of dominant position on the route.

2. If the aeronautical authorities of one Party consider that an operation or operations intended or conducted by the designated airline of the other Party may constitute unfair competitive behaviour in accordance with the indicators listed in paragraph 1, they may request consultation in accordance with Article 29 (Consultation) with a view to resolving the problem. Any such request shall be accompanied by notice of the reasons for the request, and the consultation shall begin within fifteen (15) days of the request. If the Parties fail to reach a resolution of the problem through consultations, either Party may invoke the dispute resolution mechanism under Article 30 (Settlement of disputes) to resolve the dispute.

Article 18

Currency Conversion and Remittance of Earnings

Each Party shall permit airline(s) of the other Party to convert and transmit abroad to the airline's(s') choice of State, on demand, all local revenues from the sale of air transport services and associated activities directly linked to air transport in excess of sums locally disbursed, with conversion and remittance permitted promptly without restrictions, discrimination or taxation in respect thereof at the rate of exchange applicable as of the date of the request for conversion and remittance.

Article 19

Sale and Marketing of Air Service Products

1. Each Party shall accord airlines of the other Party the right to sell and market international air services and related products in its territory (directly or through agents or other intermediaries of the airline's choice), including the right to establish offices, both on-line and off-line.

2. Each airline shall have the right to sell transportation in the currency of that territory or, at its discretion, in freely convertible currencies or other countries, and any person shall be free to purchase such transportation in currencies accepted by that airline.

Article 20

Non-national Personnel and Access to Local Services

Each Party shall permit designated airlines of the other Party to:

a) bring in to its territory and maintain non-national employees who perform managerial, commercial, technical, operational and other specialist duties which are required for the provision of air transport services, consistent with the laws and regulations of the receiving State concerning entry, residence and employment; and

- b) use the services and personnel of any other organisation, company or airline operating in its territory and authorized to provide such services.

Article 21

Change of Gauge

On any international segment or segments of the agreed routes, a designated airline may perform international air transportation without any limitation as to change, at any point on the route, in type or number of aircraft operated; provided that the transportation beyond such point is a continuation of the transportation from the territory of the Party that has designated the airline and, in the inbound direction, the transportation to the territory of the Party that has designated the airline is a continuation of the transportation from beyond such point.

Article 22

Ground Handling

1. Subject to applicable safety provisions, including ICAO Standards and Recommended Practices (SARPs) contained in Annex 6, each Party shall authorize airline(s) of the other Party, at each airline's choice, to-

- a) perform its own ground handling services; and
- b) select among competing service providers.

2. An airline is permitted to choose freely from among the alternatives available and to combine or change its option, except where this is demonstrably impractical and also where constrained by relevant, safety and security considerations, and (with the exception of self-handling in a) above) by the scale of airport operations being too small to sustain competitive providers.

3. Parties would always be required to take the necessary measures to ensure reasonable cost-based pricing and fair and equal treatment for airline(s) of the other Party/Parties.

Article 23

Codesharing/Cooperative Arrangements

1. In operating or holding out the authorized services on the agreed routes, any designated airline of one Party may enter into cooperative marketing arrangements such as joint venture, blocked space or codesharing arrangements, with

- a) an airline or airlines of either Party;
- b) an airline or airlines of a third country; and
- c) a surface transportation provider of any country,

provided that all airlines in such arrangements hold the appropriate authority and meet the requirements normally applied to such arrangements.

2. The Parties agree to take the necessary action to ensure that consumers are fully informed and protected with respect to codeshared flights operating to or from their territory and that, as a minimum, passengers be provided with the necessary information in the following ways:

a) orally and, if possible, in writing at the time of booking;

b) in written form, on the ticket itself and/or (if not possible), on the itinerary document accompanying the ticket or on any other document replacing the ticket, such as a written confirmation, including information on whom to contact in case of a problem and a clear indication of which airline is responsible in case of damage or accident; and

c) orally again, by the airline's ground staff at all stages of the journey.

3. The airlines are required to file for approval any proposed cooperative arrangement with the aeronautical authorities of both Parties at least sixty (60) days before its proposed introduction.

Article 24 Aircraft Leasing

1. Either Party may prevent the use of leased aircraft for services under this Agreement which does not comply with Articles 8 (Safety) and 9 (Aviation Security).

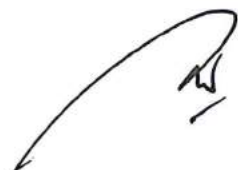
2. Subject to paragraph 1, the designated airlines of each Party may operate services under this Agreement by using leased aircraft which meets applicable safety and security requirements.

Article 25 Intermodal Services

Each designated airline may use surface modes of transport without restriction in conjunction with the international air transport of passengers and cargo.

Article 26 Computer Reservation Systems (CRS)

Each Party shall apply the ICAO Code of Conduct for the Regulation and Operation of Computer Reservation Systems within its territory consistent with other applicable regulations and obligations concerning computer reservation systems.



Article 27

Ban on Smoking

1. Each Party shall prohibit or cause their airlines to prohibit smoking on all flights carrying passengers operated by its airlines between the territories of the Parties. This prohibition shall apply to all locations within the aircraft and shall be in effect from the time an aircraft commences enplanement of passengers to the time deplanement of passengers is completed.

2. Each Party shall take all measures that it considers reasonable to secure compliance by its airlines and by their passengers and crew members with the provisions of this Article, including the imposition of appropriate penalties for non-compliance.

Article 28

Environmental Protection

The Parties support the need to protect the environment by promoting the sustainable development of aviation. The Parties agree with regard to operations between their respective territories to comply with the ICAO Standards and Recommended Practices (SARPs) of Annex 16 and the existing ICAO policy and guidance on environmental protection.

Article 29

Consultations

Either Party may at any time request consultations on any matter related to this Agreement. Such consultations shall begin within a period of thirty days from the date the other Party receives the request, unless otherwise agreed by the Parties.

Article 30

Settlement of Disputes

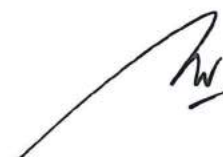
Any difference or dispute between the Parties concerning the interpretation and/or implementation and/or application of any of the provisions of this Agreement shall be settled amicably through mutual consultation and/or negotiations between the Parties through diplomatic channels, without reference to any third party or international tribunal.

Article 31

Revision, Modification and Amendment

1. Either Party may request in writing a revision, modification or amendment of all or any part of this Agreement.

2. Any revision, modification or amendment agreed to by the Parties shall be reduced into writing and shall form part of this Agreement.



3. Such revision, modification or amendment shall come into force on such date as may be determined by the Parties.

4. Any revision, modification or amendment shall not prejudice the rights and obligations arising from or based on this Agreement before or up to the date of such revision, modification or amendment.

Article 32

Multilateral Agreements

If a multilateral agreement concerning air transport comes into force in respect of both Parties, the present Agreement shall be amended so as to confirm with the provisions of that multilateral agreement.

Article 33

Termination

Notwithstanding anything in this Agreement, either Party may terminate this Agreement by notifying the other Party of its intention to terminate this Agreement by a notice in writing through diplomatic channels, at least twelve (12) months prior to its intention to do so. Such termination notice shall be simultaneously communicated to ICAO.

Article 34

Registration with ICAO

This Agreement and any amendment thereto shall be registered upon its entry into force with the ICAO.

Article 35

Confidentiality

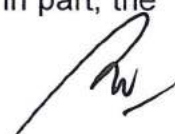
1. Each Party shall undertake to observe the confidentiality and secrecy of documents, information and other data received from or supplied to the other Party during the period of the implementation of this Agreement or any other agreements made pursuant to this Agreement.

2. Both Parties agree that the provisions of this Article shall continue to be binding between the Parties notwithstanding the termination of this Agreement.

Article 36

Suspension

Each Party reserves the right for reasons of national security, national interest, public order or public health to suspend temporarily, either in whole or in part, the



implementation of this Agreement which suspension shall take effect immediately after notification has been given to the other Party through diplomatic channels.

Article 37 Entry into Force

This Agreement shall come into force on the date of the exchange of notes whereby a Party communicates to the other Party, through the diplomatic channels, that all necessary internal procedures have been complied with.

IN WITNESS WHEREOF, the undersigned, being duly authorised by their respective Governments, have signed this Agreement.

DONE AT **Aqaba, the Hashemite Kingdom of Jordan** this 4th day of **December**, in the year **2019**, in one original text of English language.

For the Government of Malaysia

**For the Government of the Republic
of Rwanda**



MOHAMAD RADZUAN MAZLAN
Under Secretary Aviation Division
Ministry of Transport Malaysia



AMB. WILLIAMS NKURUNZIZA
Ambassador of Rwanda to Turkey

ANNEX

Section 1

Scheduled Air Transportation

Routes

Airlines of each Party designated under this Annex shall, in accordance with the terms of their designation, be entitled to perform scheduled international air transportation between points on the following routes:

A. Routes for the airline or airlines designated by the Government of Malaysia

Points of Departure	Intermediate Points	Points of Arrival	Beyond Points
Points in Malaysia	Any points	Points in in Rwanda	Any points

B. Routes for the airline or airlines designated by the Government of Rwanda:

Points of Departure	Intermediate Points	Points of Arrival	Beyond Points
Points in Rwanda	Any points	Points in Malaysia	Any points

Section 2

Operation Flexibility

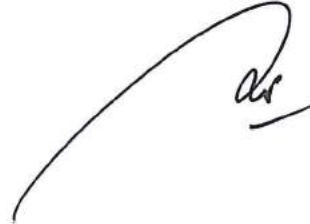
The designated airline of either Party may, on any or all flights and at its option:

1. Operate flights in either or both directions;
2. Combine different flight numbers within one aircraft operation;
3. Serve behind, intermediate, and beyond points and points in the territories of the Parties on the routes in any combination and in any order;
4. Omit stops at any point or points;
5. Transfer traffic from any of its aircraft to any of its other aircraft at any point on the routes; and
6. Serve points behind any point in its territory with or without change of aircraft or flight number and may hold out and advertise such services to the public as through services;

without directional or geographic limitation and without loss of any right to carry traffic otherwise permissible under this Agreement; provided that, the service serves a point in the territory of the Party designating the airlines

Section 3
Charter Air Transportation

Airlines of each Party designated pursuant to this Agreement to operate under this Annex shall have the right to operate non-scheduled international air transport over the routes specified and in accordance with the rights granted for scheduled services in this Agreement.

A handwritten signature in blue ink, consisting of a stylized, cursive letter 'R' with a horizontal line extending to the left.A handwritten signature in black ink, featuring a long, sweeping arch that curves over the letters 'ar'.

<p>Bibonywe kugira ngo bishyirwe ku mugereka w'Iteka rya Perezida n° 032/01 ryo ku wa 08/03/2021 ryemeza burundu Amasezerano ajyanye no gutwara abantu n'ibintu mu kirere hagati ya Guverinoma ya Malaysia na Guverinoma ya Repubulika y'u Rwanda, yakorewe i Aqaba mu Bwami bwa Yorodaniya, ku wa 4 Ukuboza 2019</p>	<p>Seen to be annexed to Presidential Order n° 032/01 of 08/03/2021 ratifying the Air Services Agreement between Government of Malaysia and the Government of the Republic of Rwanda, done at Aqaba, the Hashemite Kingdom of Jordan, on 4 December 2019</p>	<p>Vu pour être annexé à l'Arrêté Présidentiel n° 032/01 du 08/03/2021 ratifiant l'Accord sur les services aériens entre le Gouvernement de Malaisie et le Gouvernement de la République du Rwanda, fait à Aqaba, le Royaume Hachémite de Jordanie, le 4 décembre 2019</p>
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Kigali, 08/03/2021

(sé)

KAGAME Paul
Perezida wa Repubulika
President of the Republic
Président de la République

(sé)

Dr NGIRENTE Edouard
Minisitiri w'Intebe
Prime Minister
Premier Ministre

Bibonywe kandi bishyizweho Ikirango cya Repubulika:
Seen and sealed with the Seal of the Republic:
Vu et scellé du Sceau de la République:

(sé)

BUSINGYE Johnston
Minisitiri w'Ubutabera akaba n'Intumwa Nkuru ya Leta
Minister of Justice and Attorney General
Ministre de la Justice et Garde des Sceaux

<p>ITEKA RYA PEREZIDA N° 033/01 RYO KU WA 08/03/2021 RYEMEZA BURUNDU AMASEZERANO AJYANYE NO GUTWARA ABANTU N'IBINTU MU KIRERE HAGATI YA GUVERINOMA YA REPUBULIKA Y'U RWANDA NA GUVERINOMA YA REPUBULIKA YUNZE UBUMWE YA TANZANIA, YASHYIRIWEHO UMUKONO I AQABA MU BWAMI BWA YORODANIYA, KU WA 4 UKUBOZA 2019</p> <p style="text-align: center;"><u>ISHAKIRO</u></p> <p><u>Ingingo ya mbere:</u> Kwemeza burundu</p> <p><u>Ingingo ya 2:</u> Abashinzwe gushyira mu bikorwa iri teka</p> <p><u>Ingingo ya 3:</u> Igihe iri teka ritangirira gukurikizwa</p>	<p>PRESIDENTIAL ORDER N° 033/01 OF 08/03/2021 RATIFYING THE BILATERAL AIR SERVICES AGREEMENT BETWEEN THE GOVERNMENT OF THE REPUBLIC OF RWANDA AND THE GOVERNMENT OF THE UNITED REPUBLIC OF TANZANIA, SIGNED AT AQABA, THE HASHEMITE KINGDOM OF JORDAN, ON 4 DECEMBER 2019</p> <p style="text-align: center;"><u>TABLE OF CONTENTS</u></p> <p><u>Article One:</u> Ratification</p> <p><u>Article 2:</u> Authorities responsible for the implementation of this Order</p> <p><u>Article 3:</u> Commencement</p>	<p>ARRÊTÉ PRÉSIDENTIEL N° 033/01 DU 08/03/2021 RATIFIANT L'ACCORD BILATÉRAL SUR LES SERVICES AÉRIENS ENTRE LE GOUVERNEMENT DE LA RÉPUBLIQUE DU RWANDA ET LE GOUVERNEMENT DE LA RÉPUBLIQUE UNIE DE TANZANIE, SIGNÉ À AQABA, LE ROYAUME HACHÉMITE DE JORDANIE, LE 4 DÉCEMBRE 2019</p> <p style="text-align: center;"><u>TABLE DES MATIÈRES</u></p> <p><u>Article premier:</u> Ratification</p> <p><u>Article 2:</u> Autorités chargées de l'exécution du présent arrêté</p> <p><u>Article 3:</u> Entrée en vigueur</p>
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<p>ITEKA RYA PEREZIDA N° 033/01 RYO KU WA 08/03/2021 RYEMEZA BURUNDU AMASEZERANO AJYANYE NO GUTWARA ABANTU N'IBINTU MU KIRERE HAGATI YA GUVERINOMA YA REPUBULIKA Y'U RWANDA NA GUVERINOMA YA REPUBULIKA YUNZE UBUMWE YA TANZANIA, YASHYIRIWEHO UMUKONO I AQABA MU BWAMI BWA YORODANIYA, KU WA 4 UKUBOZA 2019</p> <p>Twebwe, KAGAME Paul, Perezida wa Repubulika;</p> <p>Dushingiye ku Itegeko Nshinga rya Repubulika y'u Rwanda ryo mu 2003 ryavuguruwe mu 2015, cyane cyane mu ngingo zaryo, iya 112, iya 120, iya 122, iya 167, iya 168 n'iya 176;</p> <p>Dushingiye ku Itegeko n° 004 bis/2021 ryo ku wa 04/02/2021 ryemera kwemeza burundu amasezerano ajyanye no gutwara abantu n'ibintu mu kirere hagati ya Guverinoma ya Repubulika y'u Rwanda na Guverinoma ya Repubulika Yunze Ubumwe ya Tanzaniya, yashyiriweho umukono i <i>Aqaba</i> mu Bwami bwa Yorodaniya, ku wa Ukuboza 2019;</p>	<p>PRESIDENTIAL ORDER N° 033/01 OF 08/03/2021 RATIFYING THE BILATERAL AIR SERVICES AGREEMENT BETWEEN THE GOVERNMENT OF THE REPUBLIC OF RWANDA AND THE GOVERNMENT OF THE UNITED REPUBLIC OF TANZANIA, SIGNED AT AQABA, THE HASHEMITE KINGDOM OF JORDAN, ON 4 DECEMBER 2019</p> <p>We, KAGAME Paul, President of the Republic;</p> <p>Pursuant to the Constitution of the Republic of Rwanda of 2003 revised in 2015, especially in Articles 112, 120, 122, 167, 168 and 176;</p> <p>Pursuant to Law n° 004 bis/2021 of 04/02/2021 approving the ratification of the Bilateral Air Services Agreement between the Government of the Republic of Rwanda and the Government of the United Republic of Tanzania, signed at Aqaba, the Hashemite Kingdom of Jordan, on 4 December 2019;</p>	<p>ARRÊTÉ PRÉSIDENTIEL N° 033/01 DU 08/03/2021 RATIFIANT L'ACCORD BILATÉRAL SUR LES SERVICES AÉRIENS ENTRE LE GOUVERNEMENT DE LA RÉPUBLIQUE DU RWANDA ET LE GOUVERNEMENT DE LA RÉPUBLIQUE UNIE DE TANZANIE, SIGNÉ À AQABA, LE ROYAUME HACHÉMITE DE JORDANIE, LE 4 DÉCEMBRE 2019</p> <p>Nous, KAGAME Paul, Président de la République;</p> <p>Vu la Constitution de la République du Rwanda de 2003 révisée en 2015, spécialement en ses articles 112, 120, 122, 167, 168 et 176;</p> <p>Vu la Loi n° 004 bis/2021 du 04/02/2021 approuvant la ratification de l'Accord bilatéral sur les services aériens entre le Gouvernement de la République du Rwanda et le Gouvernement de la République Unie de Tanzanie, signé à Aqaba, le Royaume Hachémite de Jordanie le 4 décembre 2019;</p>
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<p>Tumaze kubona Amasezerano ajyanye no gutwara abantu n'ibintu mu kirere hagati ya Guverinoma ya Repubulika y'u Rwanda na Guverinoma ya Repubulika Yunze Ubumwe ya Tanzania, yashyiriweho umukono i Aqaba mu Bwami bwa Yorodaniya, ku wa Ukuboza 2019;</p> <p>Bisabwe na Minisitiri w'Ibikorwa Remezo;</p> <p>Inama y'Abaminisitiri imaze kubisuzuma no kubyemeza;</p> <p>TWATEGETSE KANDI DUTEGETSE:</p> <p><u>Ingingo ya mbere: Kwemeza burundu</u></p> <p>Amasezerano ajyanye no gutwara abantu n'ibintu mu kirere hagati ya Guverinoma ya Repubulika y'u Rwanda na Guverinoma ya Repubulika Yunze Ubumwe ya Tanzania, yashyiriweho umukono i Aqaba mu Bwami bwa Yorodaniya, ku wa Ukuboza 2019, ari ku mugereka w'iri teka, yemejwe burundu kandi atangiye gukurikizwa uko yakabaye.</p>	<p>Considering the Bilateral Air Services Agreement between the Government of the Republic of Rwanda and the Government of the United Republic of Tanzania, signed at Aqaba, the Hashemite Kingdom of Jordan, on 4 December 2019;</p> <p>On proposal by the Minister of Infrastructure;</p> <p>After consideration and approval by the Cabinet meeting;</p> <p>HAVE ORDERED AND ORDER:</p> <p><u>Article One: Ratification</u></p> <p>The Bilateral Air Services Agreement between the Government of the Republic of Rwanda and the Government of the United Republic of Tanzania, signed at Aqaba, the Hashemite Kingdom of Jordan, on 4 December 2019, annexed to this Order, is ratified and becomes fully effective.</p>	<p>Considérant l'Accord bilatéral sur les services aériens entre le Gouvernement de la République du Rwanda et le Gouvernement de la République Unie de Tanzanie, signé à Aqaba, le Royaume Hachémite de Jordanie le 4 décembre 2019;</p> <p>Sur proposition du Ministre des Infrastructures;</p> <p>Après examen et adoption par le Conseil des Ministres;</p> <p>AVONS ARRÊTÉ ET ARRÊTONS:</p> <p><u>Article premier: Ratification</u></p> <p>L'Accord bilatéral sur les services aériens entre le Gouvernement de la République du Rwanda et le Gouvernement de la République Unie de Tanzanie, signé à Aqaba, le Royaume Hachémite de Jordanie le 4 décembre 2019, annexé au présent arrêté, est ratifié et sort son plein et entier effet.</p>
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<p><u>Ingingo ya 2:</u> Abashinzwe gushyira mu bikorwa iri teka</p> <p>Minisitiri w’Intebe, Minisitiri w’Ibikorwa Remezo, Minisitiri w’Ububanyi n’Amahanga n’Ubutwererane na Minisitiri w’Imari n’Igenamigambi bashinzwe gushyira mu bikorwa iri teka.</p> <p><u>Ingingo ya 3:</u> Igihe iri teka ritangirira gukurikizwa</p> <p>Iri teka ritangira gukurikizwa ku munsu ritangarijweho mu Igazeti ya Leta ya Repubulika y’u Rwanda.</p>	<p><u>Article 2:</u> Authorities responsible for the implementation of this Order</p> <p>The Prime Minister, the Minister of Infrastructure, the Minister of Foreign Affairs and International Cooperation and the Minister of Finance and Economic Planning are entrusted with the implementation of this Order.</p> <p><u>Article 3:</u> Commencement</p> <p>This Order comes into force on the date of its publication in the Official Gazette of the Republic of Rwanda.</p>	<p><u>Article 2:</u> Autorités chargées de l’exécution du présent arrêté</p> <p>Le Premier Ministre, le Ministre des Infrastructures, le Ministre des Affaires Étrangères et de la Coopération Internationale et le Ministre des Finances et de la Planification Économique sont chargés de l’exécution du présent arrêté.</p> <p><u>Article 3:</u> Entrée en vigueur</p> <p>Le présent arrêté entre en vigueur le jour de sa publication au Journal Officiel de la République du Rwanda.</p>
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Kigali, 08/03/2021

(sé)

KAGAME Paul
Perezida wa Repubulika
President of the Republic
Président de la République

(sé)

Dr NGIRENTE Edouard
Minisitiri w'Intebe
Prime Minister
Premier Ministre

Bibonywe kandi bishyizweho Ikirango cya Repubulika:
Seen and sealed with the Seal of the Republic:
Vu et scellé du Sceau de la République:

(sé)

BUSINGYE Johnston
Minisitiri w'Ubutabera akaba n'Intumwa Nkuru ya Leta
Minister of Justice and Attorney General
Ministre de la Justice et Garde des Sceaux

<p>UMUGEREKA W'ITEKA RYA PEREZIDA N° 033/01 RYO KU WA 08/03/2021 RYEMEZA BURUNDU AMASEZERANO AJYANYE NO GUTWARA ABANTU N'IBINTU MU KIRERE HAGATI YA GUVERINOMA YA REPUBULIKA Y'U RWANDA NA GUVERINOMA YA REPUBULIKA YUNZE UBUMWE YA TANZANIA, YASHYIRIWEHO UMUKONO I AQABA MU BWAMI BWA YORODANIYA, KU WA 4 UKUBOZA 2019</p>	<p>ANNEX TO PRESIDENTIAL ORDER N° 033/01 OF 08/03/2021. RATIFYING THE BILATERAL AIR SERVICES AGREEMENT BETWEEN THE GOVERNMENT OF THE REPUBLIC OF RWANDA AND THE GOVERNMENT OF THE UNITED REPUBLIC OF TANZANIA, SIGNED AT AQABA, THE HASHEMITE KINGDOM OF JORDAN, ON 4 DECEMBER 2019</p>	<p>ANNEXE À L'ARRÊTÉ PRÉSIDENTIEL N° 033/01 DU 08/03/2021 RATIFIANT L'ACCORD BILATÉRAL SUR LES SERVICES AÉRIENS ENTRE LE GOUVERNEMENT DE LA RÉPUBLIQUE DU RWANDA ET LE GOUVERNEMENT DE LA RÉPUBLIQUE UNIE DE TANZANIE, SIGNÉ À AQABA, LE ROYAUME HACHÉMITE DE JORDANIE, LE 4 DÉCEMBRE 2019</p>
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BILATERAL AIR SERVICES AGREEMENT
BETWEEN
THE GOVERNMENT OF THE REPUBLIC OF RWANDA
AND
THE GOVERNMENT OF THE UNITED REPUBLIC OF
TANZANIA



THIS AGREEMENT IS MADE BETWEEN THE GOVERNMENT OF THE REPUBLIC OF RWANDA (HEREIN AFTER REFERRED TO AS A CONTRACTING PARTY ON ONE HAND) AND THE GOVERNMENT OF THE UNITED REPUBLIC OF TANZANIA (HEREINAFTER REFERRED TO AS A CONTRACTING PARTY ON THE OTHER HAND) (HEREINAFTER JOINTLY REFERRED TO AS "THE CONTRACTING PARTIES");

PREAMBLE

The Contracting Parties:

DESIRING to promote an international aviation system based on competition among airlines;

DESIRING to facilitate the expansion of international air services opportunities;

RECOGNISING that efficient and competitive international air services enhance trade, the welfare of consumers, and economic growth;

DESIRING to make it possible for airlines to offer the travelling and shipping public a variety of service options, and wishing to encourage individual airlines to develop and implement innovative and competitive prices;

DESIRING to ensure the highest degree of safety and security in international air services and reaffirming their grave concern about acts or threats against the security of aircraft, which jeopardise the safety of persons or property, adversely affect the operation of air services, and undermine public confidence in the safety of civil aviation;

HAVING IN MIND the existence of the 2nd March 1979 and 1st September 2006 Agreements between the Contracting Parties on air services; and

BEING PARTIES to the Convention on International Civil Aviation, opened for signature at Chicago on 7th December 1944;

HAVE AGREED to amend the existing Bilateral Air Services Agreement as follows:

ARTICLE 1 – DEFINITIONS

1. For the purpose of this Agreement and its Annex, unless otherwise agreed:

a. "the Convention" means the Convention on International Civil Aviation opened for signature at Chicago on the seventh day of December, 1944, and includes any annex adopted under article 90 of that Convention and any amendment of the annexes or Convention under articles 90 and 94 thereof so far as those annexes and amendments are applicable for both Contracting Parties;

b. "aeronautical authorities" means, the Minister for the time being responsible for matters relating to Civil Aviation or any person or body duly authorised to perform any functions at present exercised by the Ministers.

c. "designated airlines" means an airline or airlines which one Contracting Party has designated, in accordance with Article 4 of this Agreement, for the operation of the agreed air services;

d. "agreed services" means air services for the carriage of passengers, cargo and mail, separately or in combination on routes specified in the Annex to this Agreement;

e. "air services", "international air services", "airline" and "stop for non-traffic purposes" shall have the meaning respectively assigned to them in Article 96 of the Convention;

f. "territory" in relation to a State shall have the meaning assigned to it in Article 2 of the Convention;

g. "tariff" means the prices to be paid for the carriage of passengers, baggage and cargo and the conditions under prices apply, including commission charges and other additional remuneration for agency or sale of transportation documents but excluding remuneration and conditions for the carriage of mail.

2. The Annex forms an integral part of the present Agreement. All references to the Agreement shall include the Annex unless explicitly agreed otherwise.

ARTICLE 2 - GRANT OF RIGHTS

1. In order to exercise the rights specified under this Agreement; each Contracting Party grants to the other Contracting Party the rights specified in this Agreement to enable the designated airline (s) of the other Contracting Party to establish and operate international air services on the routes specified in the Annex to this Agreement (hereinafter called "the agreed services").

2. Subject to the provisions of this Agreement, the designated airlines of each Contracting

Party, while operating an agreed service on a specified route, shall enjoy the following rights to:

- a) fly without landing across the territory of the other Contracting Party along the air route(s) prescribed by the aeronautical authorities of the other Contracting Party;
 - b) make stops for non-traffic purposes at point(s) on the specified route in the territory of the other Contracting Party, except for emergency flights, subject to approval of the aeronautical authorities of the other Contracting Party;
 - c) make stops at the point(s) on the specified routes in the territory of the other Contracting Party for the purpose of taking on board and discharging international traffic in passengers, baggage, cargo and mail, originating in or destined for that Contracting Party;
3. Nothing in this Article shall be deemed to confer on the designated airlines of one Contracting Party the privilege of embarking, in the territory of the other Contracting Party, passengers, baggage, cargo and mail carried for remuneration or hire and destined for another point in the territory of that Contracting Party.
 4. If because of armed conflict, political disturbances or developments, or special and unusual circumstances, the designated airlines of one Contracting Party are unable to operate a service on its normal routing, the other Contracting Party shall use its best efforts to facilitate the continued operation of such service through appropriate rearrangements of such routes, including the grant of rights for such time as may be necessary to facilitate viable operations.
 5. The designated airlines shall enjoy fair and equal opportunities to compete in providing the agreed services covered by this Agreement.
 6. Neither Contracting Party shall restrict the right of the designated airlines of the other Contracting Party to carry international traffic based on agreed services between the territories of the Contracting Parties.
 7. Each Contracting Party shall allow the designated airlines to determine the frequency and capacity of the international air services it offers based upon commercial considerations in the marketplace. Consistent with this right, neither Contracting Party shall unilaterally limit the volume of traffic, frequency, number of destinations or regularity of service, or the aircraft type or types operated by the designated airlines of the other Contracting Party, except as may be required for customs, technical, operational, or environmental reasons under uniform conditions consistent with Article 15 of the Convention.

ARTICLE 3 - APPLICATION OF LAWS AND REGULATIONS

1. The laws and regulations of one Contracting Party governing entry into and departure from its territory of aircraft engaged in international air navigation or flights of such aircraft over that territory shall apply to the designated airlines of the other Contracting Party.
2. The laws and regulations of one Contracting Party governing entry into, sojourn in, and departure from its territory of passengers, crew, baggage, cargo or mail, such as those regarding entry, exit, emigration, immigration, as well as customs and sanitary measures shall apply to passengers, crew, baggage, cargo or mail carried by the aircraft of the designated airlines of the other Contracting Party while they are within the said territory.
3. Neither Contracting Party may grant any preference to its own airlines with regard to the designated airlines of the other Contracting Party in the application of the laws and regulations provided for in this Article.

ARTICLE 4 - DESIGNATION AND OPERATING AUTHORISATION

1. Each Contracting Party shall have the right to designate one or more airlines for the purpose of operating the agreed services. Such designation shall be effected by virtue of a written notification between the aeronautical authorities of Contracting Parties, through diplomatic channels.
2. The aeronautical authorities which have received the notification of designation shall, subject to the provisions of paragraphs 3 and 4 of this Article, grant without undue delay to the designated airlines of the other Contracting Party the necessary operating authorisation.
3. The aeronautical authorities of one Contracting Party may require the airlines designated by the other Contracting Party to prove that they are qualified to fulfil the conditions prescribed under the laws and regulations normally applied to the operation of international air services by the said authorities in conformity with the provisions of the Convention.
4. Each Contracting Party shall have the right to refuse to grant the operating authorisation referred to in paragraph 2 of this Article, or to impose such conditions as it may deem necessary on the exercise of the rights specified in Article 2 of the present Agreement, whenever the said Contracting Party is not satisfied that substantial ownership and effective control or the principal place of business and effective regulatory control of that airline is vested in the other Contracting Party.
5. Having received the operating authorisation, provided for under paragraph 2 of this Article, the designated airlines may at any time operate the agreed services.

ARTICLE 5 - REVOCATION AND SUSPENSION OF OPERATING AUTHORISATION

1. Each Contracting Party shall have the right to revoke or suspend an operating authorisation for the exercise of the rights specified in Article 2 of the present Agreement by the designated airlines of the other Contracting Party or to impose such conditions as it may deem necessary on the exercise of such rights, if:
 - a. it is no longer satisfied that substantial ownership and effective control or principal place of business and effective regulatory control of that airline is vested in the other Contracting Party or its nationals, or
 - b. the said airlines fail to comply with or have seriously infringed the laws or regulations of the Contracting Party granting these rights, or
 - c. the said airlines fail to operate the agreed services in accordance with the conditions prescribed under the present Agreement.
2. Such a right shall be exercised only after consultation with the other Contracting Party, unless immediate revocation, suspension or imposition of the conditions provided for under paragraph 1 of this Article is essential for the purposes of safety and to prevent further infringements of laws and regulations and provided that, that contracting party notifies the other Contracting Party within two days of its actions and reasons thereto.

ARTICLE 6 - AVIATION SECURITY

1. The Contracting Parties reaffirm that their obligation to protect, in their mutual relationship, Civil Aviation against acts of unlawful interference, in order to ensure security, shall form an integral part of this agreement.
2. The Contracting Parties shall, on mutual agreement, provide upon request, all necessary assistance to each other to prevent acts of unlawful seizure of civil aircraft and other unlawful acts against the safety of such aircraft, their passengers and crew, airport and air navigation facilities, and any other to the security of civil aviation.
3. The Contracting Parties shall conform to the provisions of the Convention relating to offences and certain other acts committed on board aircraft, signed in TOKYO on 14 September 1963, the Convention for the suppression of unlawful seizure of Aircraft signed in the HAGUE on 16 December 1970, and two Conventions for the suppression of Unlawful Acts against the Safety of Civil Aviation, signed in Montreal respectively on 23 September 1971 and 24

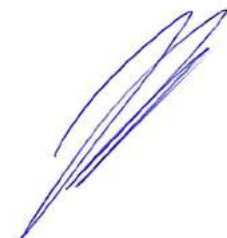
February 1988, as well as with any other convention and protocol relating to the security of civil aviation which both Contracting Parties adhere to.

4. The Contracting Parties, in their mutual agreement, shall conform to the provisions relating to Aviation Security which have been established by the International Civil Aviation Organization and are designated as annexes to the Convention on International Civil Aviation, in so far as these provisions apply to the said Parties; they shall require that operators of aircraft registered with them, or operators whose business headquarters or permanent residence is on their territory, and operators of aircrafts situated on their territory, conform to these provisions relating to Aviation Security.
5. Each Contracting Party shall commit itself to observe the provisions of security established by the other Contracting Party for the entry into its territory, and shall ensure that effective measures are taken within its territory to protect aircraft, to screen passengers and their carry-on items, and to carry out appropriate checks on crew, cargo (including hold baggage) and aircraft stores prior to and during boarding or loading and that those measures are adjusted to meet increases in the threat.
6. Each Contracting Party agree that its airline may be required to observe the aviation security provisions referred to in paragraph (3) required by the other Contracting Party, for entrance into, departure from, or while within, the territory of that other Contracting Party. Each Contracting Party shall also act favourably upon any request from the other Contracting Party for reasonable special security measures to meet a particular threat.
7. When an incident or threat of an incident of unlawful seizure of civil aircraft or other unlawful acts against the safety of such aircraft, their passengers and crew, airports or air navigation facilities occurs, the Contracting Parties shall assist each other by facilitating communications and other appropriate measures intended to terminate such an incident or threat as rapidly as possible, commensurate with adequate safety precautions.
8. If one of the Contracting Parties deviates from the arrangements related to Aviation Security as stated in this article, the aeronautical authority of the other Contracting Party may demand for immediate consultations with the aeronautical authority of the said Party. Save for circumstances falling under Article 5 (2) which need immediate action, failure to come to a satisfactory understanding within a period of thirty (30) days will call for the applications of Article 5 of this Agreement.



ARTICLE 7 - AVIATION SAFETY

1. Each Contracting Party shall recognise as valid, for the purpose of operating the agreed services provided for in the present Agreement, certificates of airworthiness, certificates of competency, and licenses issued or validated by the other Contracting Party and still in force, provided that the requirements for such certificates or licenses at least equal the minimum standards that may be established pursuant to the Convention.
2. Each Contracting Party may, however, refuse to recognise as valid for the purpose of flight above its own territory, certificates of competency and licenses granted to or validated for its own nationals by the other Contracting Party or by third country.
3. Each Contracting Party may request consultations at any time concerning the safety standards maintained by the other Contracting Party in areas relating to aeronautical facilities, flight crew aircraft and the operation of aircraft. Such consultations shall take place within thirty (30) days of the receipt of that request.
4. If, following such consultations, one Contracting Party finds that the other Contracting Party does not effectively maintain and administer safety standards in the areas referred to in paragraph 3 of this Article that meet the Standards established at that time pursuant to the Convention, the other Contracting Party shall be informed of such findings and of the steps considered necessary to conform with the Standards of the International Civil Aviation Organisation. The other Contracting Party shall then take appropriate corrective action within an agreed time period.
5. Pursuant to Article 16 of the Convention, it is further agreed that, any aircraft operated by, or on behalf of an airline of one Contracting Party, on service to or from the territory of another Contracting Party, may, while within the territory of the other Contracting Party be the subject of a search by the authorised representatives of the other Contracting Party, provided this does not cause unreasonable delay in the operation of the aircraft.
6. Without prejudice to the obligations mentioned in Article 33 of the Convention, the purpose of this search is to verify the validity of the relevant documentation, the licensing of its crew, and that the aircraft equipment and the condition of the aircraft conform to the Standards established at that time pursuant to the Convention.
7. When urgent action is essential to ensure the safety of an airline operation, each Contracting party reserves the right to immediately suspend or vary the operating authorisation of an airline or airlines of the other Contracting Party.



8. Any actions by one Contracting Party in accordance with paragraph 4 of this article shall be discontinued once the basis for the taking of that action ceases to exist.

ARTICLE 8 - EXEMPTION FROM CUSTOMS AND OTHER DUTIES

1. Aircraft operated on international air services by the designated airline of either Contracting Party, as well as their regular equipment, supplies of fuel and lubricants, and aircraft stores (including food, beverages and tobacco) on board such aircraft shall be exempted from all customs duties, inspection fees and other similar charges on arriving in the territory of the other Contracting Party, provided that such equipment and supplies remain on board the aircraft up to such time as they are re-exported or are used on the part of the journey performed over that territory.
2. The following shall also be exempt from the same duties, fees and charges, with the exception of charges corresponding to the service performed:
 - a) Aircraft stores taken on board in the territory of a Contracting Party, within limits fixed by the authorities of the said Contracting party, and for use on board outbound aircraft engaged in an international air service of the other Contracting Party;
 - b) Spare parts and regular equipment introduced into the territory of either Contracting Party for the maintenance or repair of aircraft used on international air services by the designated airline of the other Contracting Party;
 - c) fuel and lubricants supplied in the territory of a Contracting Party to outbound aircraft of a designated airline of the other Contracting Party engaged in an international air service, even when these supplies are to be used on the part of the journey performed over the territory of the Contracting Party in which they are taken on board;
 - d) advertising materials, uniform items and airline documentation having no commercial value used by the designated airline of one Contracting Party in the territory of the other Contracting Party.

Materials referred to in sub-paragraphs (a), (b) and (c) of this paragraph may be required to be kept under customs supervision or control.

3. Passengers, baggage and cargo in direct transit across the territory of one Contracting Party and not leaving the area of the airport reserved for such purpose shall be subject to a very simplified control. Baggage and cargo in direct transit only shall be exempt from customs duties and other similar taxes.
4. The regular airborne equipment, as well as the materials and supplies retained on board the aircraft of either Contracting Party, may be unloaded in the territory of the other Contracting Party only with the approval of the customs authorities of that territory. In such a case, they may be placed under the supervision of the said authorities up to such time as they are re-exported or otherwise disposed of in

accordance with customs regulations.

ARTICLE 9 - DIRECT TRANSIT

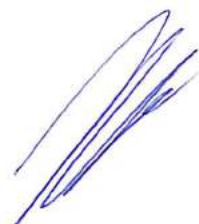
Passengers, baggage and cargo in direct transit across the area of either Contracting Party and not leaving the area of the airport reserved for such purposes shall, unless security measures against violence, air piracy and smuggling of narcotics drugs require differently, be subject to no more than a very simplified control. Baggage and cargo in direct transit shall be exempt from customs duties and other similar taxes.

ARTICLE 10 - USER CHARGES

1. Each Contracting Party shall use its best efforts to ensure that user charges imposed or permitted to be imposed by its competent authorities on the designated airlines of the other Contracting Party are just and reasonable. They shall be based on sound economic principles.
2. Charges for the use of airport and air navigation facilities and services offered by one Contracting Party to the designated airlines of the other Contracting Party shall not be higher than those which have to be paid by its national aircraft operating on scheduled international services.
3. Each Contracting Party shall encourage consultations between the competent charging authorities or bodies in its territory and the designated airlines using the services and facilities, and shall encourage the competent charging authorities or bodies and the designated airlines to exchange such information as may be necessary to permit an accurate review of the reasonableness of the charges in accordance with the principles of paragraphs 1 and 2 of this Article.
4. Each Contracting Party shall encourage the competent charging authorities to provide users with reasonable notice of any proposal for changes in user charges to enable users to express their views before charges are made.

ARTICLE 11 - COMMERCIAL ACTIVITIES

1. The designated airlines of one Contracting Party shall be permitted to maintain adequate representations in the territory of the other Contracting Party. These representations may include commercial, operational and technical staff which may consist of transferred or locally engaged personnel, subject to applicable laws of that Contracting Party.
2. For the commercial activities the principle of reciprocity shall apply. The competent authorities of each Contracting Party will take all necessary steps to ensure that the representations of the airlines designated by the other Contracting Party may exercise their activities in an orderly manner.



3. In particular, each Contracting Party grants to the designated airlines of the other Contracting Party the right to engage in the sale of air transportation in its territory directly and, at the airlines' discretion, through its agents. The airlines shall have the right to sell such transportation, and any person shall be free to purchase such transportation, in the currency of that territory or in freely convertible currencies of other countries.
4. The designated airlines of either Contracting Party may enter into marketing arrangements such as blocked space, code sharing or other commercial arrangements, with airlines of either Contracting Party, or airlines of a third country, provided that such airlines hold the appropriate operational authorisation.

ARTICLE 12 - CONVERSION AND TRANSFER OF REVENUES

The designated airlines shall have the right to convert and remit to their country, at the official rate of exchange, receipts in excess of sums locally disbursed in due proportion to the carriage of passengers, baggage, cargo and mail. If payments between the Contracting Parties are regulated by a special agreement, this special agreement shall apply.

ARTICLE 14 – TARIFFS

1. Each Contracting Party may require notification to or filing with its aeronautical authorities of tariffs for international air services operated pursuant to the present Agreement.
2. Without limiting the application of general competition and consumer law in each Contracting Party, intervention by the Contracting Party shall be limited to:
 - a) prevent unreasonably discriminatory tariffs or practices;
 - b) protect consumers from tariffs that are unreasonably high or unreasonably restrictive due either to the abuse of a dominant position or to concerted practices among air carriers; and
 - c) protect airlines from tariffs that are artificially low because of direct or indirect governmental subsidy or support.
3. Neither Contracting Party shall take unilateral action to prevent the-inauguration or continuation of a tariff proposed to be charged or charged by the designated airlines of either Contracting Party for international air services between the territories of the Contracting Parties. If either Contracting Party believes that any such tariff is

inconsistent with the consideration set forth in this Article, it shall request consultations and notify the other Contracting Party of the reasons for its dissatisfaction within fourteen (14) days from receiving the filing. These consultations shall be held not later than fourteen (14) days after receipt of the request. Without mutual agreement, the tariff shall not go into effect or continue in effect.

ARTICLE 15 - TIME-TABLE SUBMISSION

1. Each Contracting Party shall cause its Designated airline to submit the envisaged time-tables to the aeronautical authorities of the other Contracting Party for approval not less than thirty (15) days prior to the operation of the agreed services. The same procedure shall apply to any modification thereof.
2. For supplementary flights which the designated airlines of one Contracting Party wishes to operate on the agreed services outside the approved time-table it has to request prior permission from the aeronautical authorities of the other Contracting Party. Such request shall usually be submitted at least two (2) working-days before operating such flights.

ARTICLE 16 - EXCHANGE OF INFORMATION

1. The aeronautical authorities of both Contracting Parties shall exchange information, as promptly as possible, concerning the current authorizations extended to their respective Designated Airlines to render service to, through, and from the Territory of the other Contracting Party. This will include copies of current certificates and authorizations for services on the routes specified under this Agreement together with amendments or exemption orders.
2. The aeronautical authorities of Contracting Parties shall supply each other, on request, with periodic statistics or other similar information relating to the traffic carried on the agreed services.

ARTICLE 17 – INTERMODAL SERVICES

Each designated airline may use surface modes of transport without restriction in conjunction with the international passenger and cargo air services subject to compliance with relevant laws and procedures of the other Contracting Party.

ARTICLE 18 – CONSULTATIONS

1. Either Contracting Party may at any time request consultations on the implementation, interpretation, application or amendment of the Agreement. Such consultations, which may be between the aeronautical authorities, shall begin at the earliest possible date but not later than sixty (60) days from the date of request,

unless otherwise agreed by the Contracting Parties. The request shall contain necessary information with regard to the matter at issue to enable the other contracting Party to prepare and respond accordingly during the discussion.

2. Each Contracting Party shall prepare and present during such consultations relevant evidence in support of its position in order to facilitate informed, rational and economic decisions.

ARTICLE 19 - SETTLEMENT OF DISPUTES

1. If any dispute arises between the Contracting Parties relating to the interpretation of application of this Agreement, the Aeronautical Authorities of the two Contracting Parties shall in the first place endeavour to settle the dispute by negotiation.
2. If the aeronautical authorities of the two Contracting Parties fail to reach a settlement of the said dispute, it shall be settled through diplomatic channels.
3. The Contracting Parties shall comply with any decision delivered in application of this Article.

ARTICLE 20 - MODIFICATIONS

1. If either of the Contracting Parties considers it desirable to modify any provision of the Agreement, such modification, if agreed between the Contracting Parties, shall enter into force when the Contracting Parties shall have notified to each other the fulfillment of their legal procedures. A Contracting Party may allow provisional application in its territory of the modifications pending entry into force
2. Modifications to the Annex of the Agreement may be agreed directly between the aeronautical authorities of the Contracting Parties. They shall be applied and enter into force when confirmed by an exchange of diplomatic notes.
3. In the event of the conclusion of any general multilateral convention concerning air transport by which both Contracting Parties become bound, the present agreement shall be modified so as to conform to the provisions of such convention.

ARTICLE 21 - TERMINATION

1. Each Contracting Party may at any time give notice in writing to the other Contracting Party of its decision to terminate the present Agreement. Such notice shall simultaneously be communicated to the International Civil Aviation



Organisation.

2. The Agreement shall terminate at the end of a time-table period during which twelve (12) months after the date of receipt of the notice will have elapsed, unless the notice is withdrawn by mutual agreement before the expiry of this period.
3. In default of acknowledgement of receipt by the other Contracting Party, the notice shall be deemed to have been received fourteen (14) days after the date on which the International Civil Aviation Organisation will have received communication thereof.


ARTICLE 22 – REGISTRATION

The Agreement and all amendments thereto shall be registered with the International Civil Aviation Organisation.

ARTICLE 23 - ENTRY INTO FORCE

1. This Agreement may be provisionally made effective from the date of signature and shall enter into force on the day the last written notification is received by diplomatic note confirming that the Contracting Parties have fulfilled all respective internal procedures required for the entry into force of this Agreement.
2. Upon entry into force, this Agreement shall replace all other previous Agreements and Understanding including the 2nd March 1979 and 1st September 2006 Agreements in respect to the BASA.

IN WITNESS WHEREOF the undersigned being duly authorized thereto by their respective Governments, have signed this Agreement in the English Language.
Signed at Aqaba, the Hashemite Kingdom of Jordan on this 4th day of December of the year 2019.



.....
Amb. Williams Nkurunziza
Ambassador of Rwanda to Turkey

**FOR THE GOVERNMENT OF THE
REPUBLIC OF RWANDA**



.....
Hamza Saidi Johari
Director General
Tanzania Civil Aviation Authority

**FOR THE GOVERNMENT OF
THE UNITED REPUBLIC OF
TANZANIA**

ANNEX

ROUTE SCHEDULE

Section 1:

Routes to be operated by the designated airline(s) of Rwanda

FROM RWANDA	INTERMEDIATE POINTS	TO TANZANIA	BEYOND POINTS
Any Points	Any Points	1. Dar es Salaam 2. Kilimanjaro 3. Zanzibar	Any Points

Section 2:

Routes to be operated by the designated airline(s) of United Republic of Tanzania

FROM TANZANIA	INTERMEDIATE POINTS	TO RWANDA	BEYOND POINTS
Any Points	Any Points	1. Kigali 2. Any other points	Any Points

Note: Any point on the above routes may, at the option of the airline concerned, be omitted on any or all flights provided that any service either begins or terminates in the territory of the country designating the airline.

Section I : Frequency and Capacity

The Designated airlines of the Contracting Parties shall be allowed to operate the agreed services with unlimited frequencies and aircraft capacity.

Section II: Traffic Right

1. Air service operations shall be conducted within third and fourth freedom traffic rights. The exercise of fifth freedom traffic rights by the designated airline(s) of both Contracting Parties on the intermediate and beyond points shall be considered by aeronautical authorities of the Contracting Parties on a case-by-case basis upon request.
2. Fifth freedom on cargo shall be allowed without restrictions.

<p>Bibonywe kugira ngo bishyirwe ku mugereka w'Iteka rya Perezida n° 033/01 ryo ku wa 08/03/2021 ryemeza burundu Amasezerano ajyanye no gutwara abantu n'ibintu mu kirere hagati ya Guverinoma ya Repubulika y'u Rwanda na Guverinoma ya Repubulika Yunze Ubumwe ya Tanzania, yashyiriweho umukono i Aqaba mu Bwami bwa Yorodaniya, ku wa Ukuboza 2019</p>	<p>Seen to be annexed to Presidential Order n° 033/01 of 08/03/2021 ratifying the Bilateral Air Services Agreement between the Government of the Republic of Rwanda and the Government of the United Republic of Tanzania, signed at Aqaba, the Hashemite Kingdom of Jordan, on 4 December 2019</p>	<p>Vu pour être annexé à l'Arrêté Présidentiel n° 033/01 du 08/03/2021 ratifiant l'Accord bilatéral sur les services aériens entre le Gouvernement de la République du Rwanda et le Gouvernement de la République Unie de Tanzanie, signé à Aqaba, le Royaume Hachémite de Jordanie le 4 décembre 2019</p>
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Kigali, 08/03/2021

(sé)

KAGAME Paul
Perezida wa Repubulika
President of the Republic
Président de la République

(sé)

Dr NGIRENTE Edouard
Minisitiri w'Intebe
Prime Minister
Premier Ministre

Bibonywe kandi bishyizweho Ikirango cya Repubulika:
Seen and sealed with the Seal of the Republic:
Vu et scellé du Sceau de la République:

(sé)

BUSINGYE Johnston
Minisitiri w'Ubutabera akaba n'Intumwa Nkuru ya Leta
Minister of Justice and Attorney General
Ministre de la Justice et Garde des Sceaux

<p>ITEKA RYA PEREZIDA N° 034/01 RYO KU WA 08/03/2021 RYEMEZA BURUNDU AMATEGEKO ASHYIRAHOKOMISIYO YA AFURIKA ISHINZWE IBYEREKEYE INDEGE ZA GISIVIRI, YEMEREJWE I DAKAR MURI SENEGAL, KU WA 16 UKUBOZA 2009</p> <p style="text-align: center;"><u>ISHAKIRO</u></p> <p><u>Ingingo ya mbere:</u> Kwemeza burundu</p> <p><u>Ingingo ya 2:</u> Abashinzwe gushyira mu bikorwa iri teka</p> <p><u>Ingingo ya 3:</u> Igihe iri teka ritangirira gukurikizwa</p>	<p>PRESIDENTIAL ORDER N° 034/01 OF 08/03/2021 RATIFYING THE CONSTITUTION OF THE AFRICAN CIVIL AVIATION COMMISSION, ADOPTED AT DAKAR, SENEGAL, ON 16 DECEMBER 2009</p> <p style="text-align: center;"><u>TABLE OF CONTENTS</u></p> <p><u>Article One:</u> Ratification</p> <p><u>Article 2:</u> Authorities responsible for the implementation of this Order</p> <p><u>Article 3:</u> Commencement</p>	<p>ARRÊTÉ PRÉSIDENTIEL N° 034/01 DU 08/03/2021 RATIFIANT LA CONSTITUTION DE LA COMMISSION AFRICAINE DE L'AVIATION CIVILE, ADOPTÉE À DAKAR, SÉNÉGAL, LE 16 DÉCEMBRE 2009</p> <p style="text-align: center;"><u>TABLE DES MATIÈRES</u></p> <p><u>Article premier:</u> Ratification</p> <p><u>Article 2:</u> Autorités chargées de l'exécution du présent arrêté</p> <p><u>Article 3:</u> Entrée en vigueur</p>
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<p>ITEKA RYA PEREZIDA N° 034/01 RYO KU WA 08/03/2021 RYEMEZA BURUNDU AMATEGEKO ASHYIRAHO KOMISIYO YA AFURIKA ISHINZWE IBYEREKEYE INDEGE ZA GISIVIRI, YEMEREJWE I DAKAR MURI SENEGAL, KU WA 16 UKUBOZA 2009</p> <p>Twebwe, KAGAME Paul, Perezida wa Repubulika;</p> <p>Dushingiye ku Itegeko Nshinga rya Repubulika y'u Rwanda ryo mu 2003 ryavugururwe mu 2015, cyane cyane mu ngingo zaryo, iya 112, iya 120, iya 122, iya 167, iya 168 n'iya 176;</p> <p>Dushingiye ku Itegeko n° 005 bis/2021 ryo ku wa 05/02/2021 ryemera kwemeza burundu Amategeko ashyiraho Komisiyo ya Afurika ishinzwe ibyerekeye Indege za Gisiviri, yakorewe i Dakar muri Senegal, ku wa 16 Ukuboza 2009;</p> <p>Tumaze kubona Amategeko ashyiraho Komisiyo ya Afurika ishinzwe ibyerekeye Indege za Gisiviri, yemerejwe i Dakar muri Senegal, ku wa 16 Ukuboza 2009;</p> <p>Bisabwe na Minisitiri w'Ibikorwa Remezo;</p>	<p>PRESIDENTIAL ORDER N° 034/01 OF 08/03/2021 RATIFYING THE CONSTITUTION OF THE AFRICAN CIVIL AVIATION COMMISSION, ADOPTED AT DAKAR, SENEGAL, ON 16 DECEMBER 2009</p> <p>We, KAGAME Paul, President of the Republic;</p> <p>Pursuant to the Constitution of the Republic of Rwanda of 2003 revised in 2015; especially in Articles 112, 120, 122, 167, 168 and 176;</p> <p>Pursuant to Law n° 005 bis/2021 of 05/02/2021 approving the ratification of the Constitution of the Constitution of the African Civil Aviation Commission, signed at Dakar, Senegal, on 16 December 2009;</p> <p>Considering the Constitution of the African Civil Aviation Commission, adopted at Dakar, Senegal, on 16 December 2009;</p> <p>On proposal by the Minister of Infrastructure;</p>	<p>ARRÊTÉ PRÉSIDENTIEL N° 034/01 DU 08/03/2021 RATIFIANT LA CONSTITUTION DE LA COMMISSION AFRICAINE DE L'AVIATION CIVILE, ADOPTÉE À DAKAR, SÉNÉGAL, LE 16 DÉCEMBRE 2009</p> <p>Nous, KAGAME Paul, Président de la République;</p> <p>Vu la Constitution de la République du Rwanda de 2003 révisée en 2015, spécialement en ses articles 112, 120, 122, 167, 168 et 176;</p> <p>Vu la Loi n° 005 bis/2021 du 05/02/2021 approuvant la ratification de la Constitution de la Commission Africaine de l'Aviation Civile, signée à Dakar, Sénégal, le 16 décembre 2009;</p> <p>Considérant la Constitution de la Commission Africaine de l'Aviation Civile, adoptée à Dakar, Sénégal, le 16 décembre 2009;</p> <p>Sur proposition du Ministre des Infrastructures;</p>
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<p>Inama y'Abaminisitiri imaze kubisuzuma no kubyemeza;</p> <p>TWATEGETSE KANDI DUTEGETSE:</p> <p><u>Ingingo ya mbere:</u> Kwemeza burundu</p> <p>Amategako ashiraho Komisiyo ya Afurika ishinze ibyerekeye Indege za Gisiviri, yemerejwe i Dakar muri Senegal, ku wa 16 Ukuboza 2009, ari ku mugereka w'iri teka, yemejwe burundu kandi atangiye gukurikizwa uko yakabaye.</p> <p><u>Ingingo ya 2:</u> Abashinzwe gushyira mu bikorwa iri teka</p> <p>Minisitiri w'Intebe, Minisitiri w'Ibikorwa Remezo, Minisitiri w'Ububanyi n'Amahanga n'Ubutwererane na Minisitiri w'Imari n'Igenamigambi bashinzwe gushyira mu bikorwa iri teka.</p> <p><u>Ingingo ya 3:</u> Igihe iri teka ritangirira gukurikizwa</p> <p>Iri teka ritangira gukurikizwa ku munsu ritangarijweho mu Igazeti ya Leta ya Repubulika y'u Rwanda.</p>	<p>After consideration and approval by the Cabinet meeting;</p> <p>HAVE ORDERED AND ORDER:</p> <p><u>Article One:</u> Ratification</p> <p>The Constitution of the African Civil Aviation Commission, adopted at Dakar, Senegal, on 16 December 2009, annexed to this Order, is ratified and becomes fully effective.</p> <p><u>Article 2:</u> Authorities responsible for the implementation of this Order</p> <p>The Prime Minister, the Minister of Infrastructure, the Minister of Foreign Affairs and International Cooperation and the Minister of Finance and Economic Planning are entrusted with the implementation of this Order.</p> <p><u>Article 3:</u> Commencement</p> <p>This Order comes into force on the date of its publication in the Official Gazette of the Republic of Rwanda.</p>	<p>Après examen et adoption par le Conseil des Ministres;</p> <p>AVONS ARRÊTÉ ET ARRÊTONS:</p> <p><u>Article premier:</u> Ratification</p> <p>La Constitution de la Commission Africaine de l'Aviation Civile, adoptée à Dakar, Sénégal, le 16 décembre 2009, annexée au présent arrêté, est ratifiée et sort son plein et entier effet.</p> <p><u>Article 2:</u> Autorités chargées de l'exécution du présent arrêté</p> <p>Le Premier Ministre, le Ministre des Infrastructures, le Ministre des Affaires Étrangères et de la Coopération Internationale et le Ministre des Finances et de la Planification Économique sont chargés de l'exécution du présent arrêté.</p> <p><u>Article 3:</u> Entrée en vigueur</p> <p>Le présent arrêté entre en vigueur le jour de sa publication au Journal Officiel de la République du Rwanda.</p>
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Kigali, 08/03/2021

(sé)

KAGAME Paul
Perezida wa Repubulika
President of the Republic
Président de la République

(sé)

Dr NGIRENTE Edouard
Minisitiri w'Intebe
Prime Minister
Premier Ministre

Bibonywe kandi bishyizweho Ikirango cya Repubulika:
Seen and sealed with the Seal of the Republic:
Vu et scellé du Sceau de la République:

(sé)

BUSINGYE Johnston
Minisitiri w'Ubutabera akaba n'Intumwa Nkuru ya Leta
Minister of Justice and Attorney General
Ministre de la Justice et Garde des Sceaux

<p>UMUGEREKA W'ITEKA RYA PEREZIDA N° 034/01 RYO KU WA 08/03/2021 RYEMEZA BURUNDU AMATEGEKO ASHYIRAHOKOMISIYO YA AFURIKA ISHINZWE IBYEREKEYE INDEGE ZA GISIVIRI, YEMEREJWE I DAKAR MURI SENEGAL, KU WA 16 UKUBOZA 2009</p>	<p>ANNEX TO PRESIDENTIAL ORDER N° 034/01 OF 08/03/2021 RATIFYING THE CONSTITUTION OF THE AFRICAN CIVIL AVIATION COMMISSION, ADOPTED AT DAKAR, SENEGAL, ON 16 DECEMBER 2009</p>	<p>ANNEXE À L'ARRÊTÉ PRÉSIDENTIEL N° 034/01 DU 08/03/2021 RATIFIANT LA CONSTITUTION DE LA COMMISSION AFRICAINE DE L'AVIATION CIVILE, ADOPTÉE À DAKAR, SÉNÉGAL, LE 16 DÉCEMBRE 2009</p>
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CONSTITUTION OF THE AFRICAN CIVIL AVIATION COMMISSION

CONSTITUTION OF THE AFRICAN CIVIL AVIATION COMMISSION

WHEREAS civil aviation plays an important role in achieving the objectives of the African Union (AU) as enshrined in the Constitutive Act of the African Union adopted by the Heads of State and Government on 11 July 2000 in Lome, Togo;

WHEREAS the development of safe and orderly air transport services into, within and from Africa is to be established on the basis of equality of opportunity and operated soundly and economically as envisaged in the Convention on International Civil Aviation opened for signature at Chicago on 7 December 1944;

WHEREAS the African Civil Aviation Commission (AFCAC) was conceived by the Constitutive Conference convened by the International Civil Aviation Organization (ICAO) and the Organization of African Unity (OAU) in Addis Ababa, Ethiopia in 1969 and became an OAU/AU Specialized Agency on 11 May 1978;

WHEREAS the Abuja Treaty of 3 June 1991 adopted by the Assembly of Heads of State and Government of the Member States of the OAU established the African Economic Community with the aim of *inter alia* deriving mutual benefit, coordination and integration of policies for the social and economic development of Africa more particularly in civil aviation;

CONSIDERING the Decision taken in Yamoussoukro, Cote D'Ivoire on 14 November 1999, relating to the implementation of the Yamoussoukro Declaration for the liberalization of access to air transport markets in Africa which was subsequently endorsed by the Assembly of Heads of State and Government of the OAU vide Decision AHG/OAU/AEC/Dec.1 (IV), adopted in Lome, Togo, on 12 July 2000;

RECALLING the Ministerial Decision of the third African Union Conference of Ministers responsible for Air Transport adopted in Addis Ababa, Ethiopia on 11 May, 2007 and subsequently endorsed by the Assembly of Heads of State and Government in Accra, Ghana on 29 June 2007 entrusting AFCAC with the responsibility of being the Executing Agency for the Yamoussoukro Decision;

CONVINCED of the need for a common civil aviation policy capable of promoting the development of African airlines and enhancing African participation in international air transport;

RECOGNIZING that AFCAC should assist African States in supplementing the work of ICAO;

THEREFORE, We the African States **HAVE AGREED** to the following provisions:

SECTION I - GENERAL PROVISIONS

Article 1 *Definitions*

For the purpose of this Constitution the terms and expressions below shall have the following meaning :

'Abuja Treaty' means the Treaty Establishing the African Economic Community adopted at Abuja, Nigeria on 3 June, 1991 and which entered into force on 12 May 1994;

‘AFCAC’ means the African Civil Aviation Commission as established in 1969 and referred to in Article 2 of this Constitution;

‘AFCAC Region’ shall refer to a geographical region of Africa, as defined by the African Union;

‘African State’ means an African State, member of the African Union or the United Nations;

‘Assembly’ means the Assembly of Heads of State and Government of the African Union;

‘AU’ means the African Union as established by the Constitutive Act of the Union;

‘Bureau’ means the AFCAC Bureau as described in Article 12 of this Constitution;

‘Chairperson’ means the Chairperson of the African Union Commission;

‘Constitution’ means this AFCAC Constitution as adopted by the Meeting of Plenipotentiaries held in Dakar, Senegal on the 16th of December 2009;

‘Executing Agency’ means the Body referred to in Article 9.4 of the Yamoussoukro Decision;

‘Executive Council’ means the Executive Council of Ministers of the African Union;

‘ICAO’ means the International Civil Aviation Organization created pursuant to the Chicago Convention, 1944 and which is the international body responsible for the regulation of civil aviation worldwide;

‘Member State’ means an African State which has signed or ratified/acceded to the AFCAC Constitution;

‘Monitoring Body’ means the Monitoring Body established by Article 9.2 of the Yamoussoukro Decision;

‘NEPAD’ means the AU New Partnership for African Development Programme;

‘Plenary’ means the Assembly of designated representatives of Member States of AFCAC whose functions are described in Article 10 of this Constitution;

‘RECS’ means the Regional Economic Communities as recognized by the AU;

‘Secretariat’ means the organ referred to in Article 14 of this Constitution;

‘Secretary General’ means the Secretary General of AFCAC as provided for under Article 14 of this Constitution;

‘Sub-Committee on air transport established under Article 9.1 of the Yamoussoukro Decision’ means the sub-sectoral Committee on air transport, the Body referred to in Article 3 of the Rules of Procedure of the Conference of Ministers of Transport, adopted by the Thirteenth Session of the Executive Council held in Sharm El Sheikh, Egypt, from 24 to 28 June 2008;

‘Yamoussoukro Decision’ means the Decision relating to the Implementation of the Yamoussoukro Declaration concerning the liberalization of access to air Transport markets in Africa done at Yamoussoukro on 14 November 1999.

Article 2 **Establishment of AFCAC**

There shall continue to be the African Civil Aviation Commission (AFCAC) as established by the 1969 AFCAC Constitution. AFCAC is the Specialized Agency of the African Union responsible for Civil Aviation matters in Africa.

Article 3 **Objectives**

AFCAC’s objectives shall be *inter alia*:

- a) Coordinate civil aviation matters in Africa and to cooperate with ICAO and all other relevant organizations and other bodies which are involved in the promotion and development of civil aviation in Africa.
- b) Facilitating, coordinating and ensuring the successful implementation of the Yamoussoukro Decision by supervising and managing Africa’s liberalized air transport industry.
- c) Formulating and enforcing appropriate rules and regulations that give fair and equal opportunity to all stakeholders and promote fair competition.
- d) Promoting understanding on policy matters between its Member States and States in other parts of the world.
- e) Fostering inter alia the implementation of ICAO Standards and Recommended Practices for the safety, security, environmental protection and regularity of the aviation sector.
- f) Ensuring adherence to and implementation of Decisions of the Executive Council and Assembly.

Article 4 **Functions**

AFCAC shall carry out the following functions:

- a) undertake studies on technical regulatory and economic developments in air transport, with particular focus on their implications for Africa;
- b) encourage and support Member States to comply with ICAO Standards and Recommended Practices, as well as the regional air navigation plans;
- c) foster and coordinate programmes for the development of training facilities in Africa and to encourage and support the training and development of personnel in all fields of civil aviation;
- d) encourage and support the creation of autonomous civil aviation entities;

- e) develop collective arrangements to secure the necessary resources for the promotion of international civil aviation, particularly those provided within the framework of bilateral and multilateral programmes for technical cooperation to Member States;
- f) ensure advocacy and defence of common positions of member States at international fora relating to civil aviation;
- g) ensure seamless and close co-operation with the various RECs as well as those of other African Organisations concerned with civil aviation matters;
- h) advise Member States on all civil aviation matters;
- i) examine specific problems which may hinder the development and operation of the African civil aviation industry and, where possible, take corrective and/or preventive actions in coordinating with Member States as required;
- j) act pursuant to provisions of the Article 9 of the Yamoussoukro Decision to discharge its duties of Executing Agency of Air Transport in Africa;
- k) develop and harmonize common rules and regulations for the safety, security, environmental protection, fair competition, dispute settlement and consumer protection, amongst others;
- l) increase and coordinate synergies in the fields of search and rescue, salvage and accident investigation;
- m) coordinate the development and implementation of plans in the field of aviation infrastructure;
- n) coordinate the election of African States into the ICAO Council and of African experts into the Air Navigation Commission after receiving the approval of AU;
- o) support and facilitate the appointment of Africans into ICAO, its organs and other international civil aviation bodies; and
- p) perform such other functions as may be conferred upon it by the Executive Council or the Assembly of the African Union to fulfil its objectives.

Article 5 ***Membership***

Membership shall be open to all African States. Each Member State shall enjoy equal rights in terms of participation and representation at AFCAC meetings.

Article 6 ***Legal Capacity***

AFCAC shall enjoy, in the territory of each Member State, legal capacity accorded to legal persons under the national laws of the Member States as may be necessary for the fulfilment of its objectives and the exercise of its functions.

Article 7
Privileges and Immunities

AFCAC, its Representatives and Staff shall enjoy in the territory of each Member State, the privileges and immunities stipulated in the 1964 General Convention on the Privileges and Immunities of the OAU/AU.

Article 8
Headquarters

1. The Headquarters of AFCAC is established in Dakar, Senegal. The Headquarters may be transferred to another Member State by a decision of the Plenary, which shall be on the recommendation of the Bureau in accordance with the 'AU Criteria for hosting AU Organs'.

2. The Headquarters shall be governed by a Host Agreement negotiated between the Secretariat and the Host Country and approved by the Plenary, which shall be reviewed periodically to ensure strict compliance and facilitate the smooth functioning of AFCAC.

SECTION II - AFCAC STRUCTURES

Article 9
Organs of AFCAC

The Organs of AFCAC shall be:

- a) The Plenary;
- b) The Bureau; and
- c) The Secretariat.

Article 10
The Plenary

1. The Plenary shall be the supreme organ of AFCAC.
2. The Plenary shall be composed of duly accredited representatives of Member States responsible for Civil Aviation.
3. The Plenary shall meet in:
 - a) Ordinary session: once every three (3) years; and
 - b) Extraordinary session: at the initiative of the Bureau or at the request addressed to the Bureau by a Member State and upon the approval of two-thirds of all Member States.
4. The quorum for the Plenary shall be two-thirds majority of Member States.
5. Without prejudice to the provisions of Article 21, decisions of the Plenary shall be adopted by consensus failing which by two-thirds majority of Member States present and having the right to vote.
6. The Plenary shall take place at the Headquarters unless a Member State invites the Plenary to hold a session in its territory.

Article 11
Functions of the Plenary

The functions of the Plenary shall be to:

- a) issue policy guidelines through resolutions and recommendations;
- b) elect the President and Vice-Presidents to serve as members of the Bureau;
- c) approve the Organizational Structure of AFCAC and appoint the Secretary General upon the recommendation of the Bureau;
- d) approve the work programme, business plan, budget, rules and regulations of AFCAC;
- e) establish committees and working groups, as necessary, to undertake special assignments or tasks on civil aviation in Africa, with such functions as may be specified, and appoint their members;
- f) approve such other activities, rules and procedures as deemed appropriate, to meet the objectives of AFCAC;
- g) appoint External Auditors of AFCAC;
- h) consider and take appropriate action on the External Auditors report;
- i) ensure the effective implementation of the Yamoussoukro Decision, principally the liberalization of air transport services;
- j) adopt the financial rules and regulations, accounting and auditing rules and regulations for AFCAC;
- k) submit its tri-annual report on the state of implementation of the Yamoussoukro Decision to the Assembly of Heads of State and Government through the Executive Council;
- l) adopt its rules of procedure, including the establishment of committees as deemed appropriate as well as the Rules of Procedures of the Bureau; and
- m) undertake such other functions as may be requested or conferred upon it by the relevant Organs of the AU, the Monitoring Body and the Sub-Committee of Air Transport.

Article 12
The Bureau

1. The Bureau shall be composed of the President and five (5) Vice-Presidents elected by the Plenary in accordance with the AU geographical representation formula.
2. The Coordinator of the African Group at ICAO Council shall attend meetings of the Bureau in an ex-officio capacity.
3. The Presidency of AFCAC shall be on rotational basis, each region serving one (1) term of three (3) years.

4. The Vice-Presidents shall each represent one AU region.
5. Each Vice-President shall serve a term of three (3) years at a time and may be re-elected only once.
6. Members of the Bureau shall possess relevant professional experience in the field of civil aviation and participate actively in carrying out AFCAC activities.
7. Members of the Bureau shall, attend all meetings of the Bureau and perform their responsibilities as assigned by the Bureau, in the interests of AFCAC.
8. Decisions of the Bureau shall be taken in accordance with its Rules of Procedure.
9. The quorum required for the Bureau meetings shall be fixed by the Rules of Procedures of the Bureau.
10. Any Member State may participate, without a vote, in the consideration by the Bureau of any question which especially affects its interests. No member of the Bureau shall vote in the consideration by the Bureau of a dispute to which that Member State is a party.
11. The Bureau may determine its own internal organization, arrangements and procedures, including the establishment of committees as may be deemed appropriate.

Article 13

Functions of the Bureau

The functions of the Bureau shall be to:

- a) convene the ordinary and extraordinary plenary sessions, subject to the relevant provisions of Article 10, and determine the provisional agenda;
- b) ensure the implementation of the AFCAC work programmes and other resolutions of the AFCAC Plenary;
- c) supervise and coordinate the activities of the Secretariat and any committee or working group;
- d) prepare its own rules of procedures and submit them to the Plenary for approval;
- e) implement the resolutions, directives and decisions of the Plenary and discharge the duties and obligations which are conferred upon it in the Constitution;
- f) select and recommend from a short-list to the Plenary, candidates for the position of Secretary General;
- g) supervise the administrative and financial management of the Secretariat;
- h) submit periodic reports on its activities to the Plenary; and
- i) carry out any other functions that may be assigned to it by the Plenary.

Article 14
The Secretariat

1. The Secretariat shall be headed by a Secretary-General assisted by the necessary and competent Staff for the smooth functioning of AFCAC.
2. The Secretary General shall be appointed by the Plenary upon the recommendation of the Bureau.
3. In the appointment of the Secretary General and other Staff, consideration shall be made to ensure competence, qualification, experience, high integrity and geographical distribution of posts.
4. The Secretary General shall serve in office for a term of three (3) years renewable once only for a further term of three (3) years.
5. The Secretary-General shall;
 - a) follow up and ensure the implementation of the resolutions, directives and decisions of the Plenary, Bureau and Monitoring Body, in accordance with the rules and regulations of AFCAC;
 - b) represent AFCAC and defend its interests under the guidance and approval of the Plenary and the Bureau;
 - c) promote the development of the programmes, projects and initiatives of AFCAC;
 - d) prepare and submit proposals concerning the work programmes, business plans, strategic objectives, projects, activities and budgets of AFCAC and ensure their implementation;
 - e) oversee the administrative and financial management of AFCAC by appropriately managing the budgetary and financial resources including collecting the approved revenue from various sources;
 - f) prepare financial reports including reports for the past triennial and a budget for the forthcoming triennial to be submitted by the Bureau to the Plenary for approval in accordance with AFCAC rules and regulations;
 - g) submit reports on the activities of AFCAC to the Plenary, Bureau and Monitoring Body;
 - h) appoint staff and terminate contracts of appointment in accordance with AFCAC Staff Rules and Regulations;
 - i) prepare and service meetings of the Plenary, Bureau and Committees of AFCAC;
 - j) organize meetings and undertake studies as necessary and maintain relevant records in relation thereto;
 - k) submit to the Bureau and the Monitoring Body annual reports on the operations of AFCAC;
 - l) keep in custody the seal, documents, files and other data relating or relevant to the work of AFCAC; and
 - m) make recommendations to improve AFCAC's operational efficiency.

Article 15

Reports to the Sub-Committee on Air Transport

The Sub-Committee on Air Transport is the Conference of Ministers responsible for air transport matters in Africa, whose mandate shall be to, *inter alia*, consider and adopt recommendations submitted by AFCAC on all activities concerning the functions of the Executing Agency entrusted to it and other matters requiring political Decisions in accordance with the African Union procedures.

SECTION III - INTERNATIONAL RELATIONS

Article 16

Cooperation with other Organizations

AFCAC shall work in close cooperation with the different AU Organs, RECs, ICAO, United Nations Economic Commission for Africa (UN-ECA) as well as with other governmental and non-governmental international organizations, civil aviation service providers on civil aviation matters of mutual interest.

SECTION IV - FINANCIAL MATTERS

Article 17

Financial Resources

- a) The regular budget of AFCAC shall be funded by contributions made by Member States in accordance with the scale of assessment determined by the Plenary;
- b) Supplemental budgets of AFCAC shall be made available, where necessary to meet the extra and/ or special budgetary expenditure of AFCAC. The Plenary shall determine the contributions of Member States to the Special budgets of AFCAC; and
- c) In addition AFCAC may receive Grants, Donations and proceeds for its activities as approved by the Bureau.

Article 18

Sanctions

- 1. Any Member State that fails to honour its financial obligations to the Commission for a period of two (2) years or more shall, as long as it is in such arrears, forfeit the right to vote in the Plenary or to present candidates for any elective or other post within AFCAC.
- 2. Any Member State that remains in sanctions for a period of three (3) years or more shall, in addition to the sanctions referred to in the preceding paragraph, have its nationals deprived of the rights, privileges, benefits and advantages usually accorded to Member States.
- 3. Any violation of any provision of this constitution by a Member State shall result in sanctions as maybe determined by the Plenary.

SECTION V - TRANSITIONAL AND FINAL PROVISIONS

Article 19

Signature, Ratification, Accession and Entry into Force

1. This Constitution shall be open to signature, ratification, acceptance and accession by African States in accordance with their respective Constitutional procedure.
2. The instrument of ratification shall be deposited with the Chairperson of the African Union Commission.
3. Any African State acceding to this Constitution after its entry into force shall deposit the instrument of accession with the Chairperson of the Commission.
4. This Constitution shall provisionally enter into force upon signature by fifteen African States and shall definitively enter into force upon ratification by fifteen (15) African States.
5. The Depositary shall give notice to AFCAC and any Member State, of the date on which this Constitution enters into force provisionally and definitively.

Article 20

Transitional Arrangements

Without prejudice to Article 26, a Member State under the 1969 AFCAC Constitution shall continue to maintain its membership of AFCAC until such a time that this Constitution comes into force definitively.

Article 21

Denunciation

Any denunciation of this Constitution shall be made through appropriate notification to the Chairperson of the AU Commission who, within thirty (30) days, shall advise AFCAC and its Member States accordingly. The denunciation of any State from membership of AFCAC shall become effective one (1) year following the receipt by the Chairperson of the AU Commission of such notification.

Article 22

Amendment and Revision

1. Any Member State may submit proposals for the amendment or revision of this Constitution.
2. Proposals for amendments or revision shall be submitted to the Chairperson of the AU Commission who shall transmit the same to AFCAC and the Member States within thirty (30) days of receipt thereof.
3. The Plenary shall meet to consider the proposals for amendments or revisions and submit their recommendations to the Executive Council.
4. The Assembly, upon the advice of the Executive Council, shall examine the recommendations within a period of one year following notification of Member States in accordance with the provisions of paragraph 2 of this Article.
5. Amendments or revisions shall be adopted by the Assembly and submitted for ratification by all Member States in accordance with their respective constitutional procedure. The amendments shall enter into force in accordance with the provisions of Article (19).

Article 23
Settlement of Disputes

1. Any dispute arising between two (2) or more Member States on the application or interpretation of this Constitution shall in the first instance be settled through negotiations.
2. In case the dispute(s) remains unresolved within twenty one (21) days, either Party may refer the dispute to the Bureau for resolution. The Bureau shall make a decision within sixty (60) days of receipt of the referral.
3. In the event that the Bureau cannot resolve the dispute or should their decision fail to provide a satisfactory solution to either Party within sixty (60) days, the dispute may be settled by arbitration. The arbitration team shall consist of a panel of African arbitrators appointed by each party. An additional arbitrator shall be appointed by the other arbitrators.
4. The arbitration panel shall adopt its own Rules of Procedure and make an award within six (6) Months. The decision of the Panel shall be final and binding on the Parties.
5. Without prejudice to the above provisions, the African Court of Justice and Human Rights may be seized with any dispute regarding the application or interpretation of this Constitution.

Article 24
Working Languages

The working languages of AFCAC shall be those of the AU.

Article 25
Registration

This Constitution shall be registered with ICAO in compliance with Article 83 of the Convention on International Civil Aviation opened for signature at Chicago on 7 December 1944.

Article 26
Abrogation

This Constitution shall abrogate and supersede, as of the date of its entry into force, the AFCAC Constitution adopted at Addis Ababa, Ethiopia, on 17 January 1969.

IN WITNESS, WHEREOF WE, the Plenipotentiaries, having been duly authorized, have adopted this Constitution.

DONE at **Dakar, Senegal** on the **16th** day of **December** 2009, in Arabic, English, French and Portuguese, all the texts being equally authentic.



**President of AFCAC/Chairperson
of the Meeting of Plenipotentiaries**

<p>Bibonywe kugira ngo bishyirwe ku mugereka w'Iteka rya Perezida n° 034/01 ryo ku wa 08/03/2021 ryemeza burundu Amategeko ashahiraho Komisiyo ya Afurika ishinze ibyerekeye Indege za Gisiviri, yemerejwe i Dakar muri Senegal, ku wa 16 Ukuboza 2009</p>	<p>Seen to be annexed to Presidential Order n° 034/01 of 08/03/2021 ratifying the Constitution of the African Civil Aviation Commission, adopted at Dakar, Senegal, on 16 December 2009</p>	<p>Vu pour être annexé à l'Arrêté Présidentiel n° 034/01 du 08/03/2021 ratifiant la Constitution de la Commission Africaine de l'Aviation Civile, adoptée à Dakar, Sénégal, le 16 décembre 2009</p>
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Kigali, 08/03/2021

(sé)

KAGAME Paul

Perezida wa Repubulika
President of the Republic
Président de la République

(sé)

Dr NGIRENTE Edouard

Minisitiri w'Intebe
Prime Minister
Premier Ministre

**Bibonywe kandi bishyizweho Ikirango cya Repubulika:
Seen and sealed with the Seal of the Republic:
Vu et scellé du Sceau de la République:**

(sé)

BUSINGYE Johnston

Minisitiri w'Ubutabera akaba n'Intumwa Nkuru ya Leta
Minister of Justice and Attorney General
Ministre de la Justice et Garde des Sceaux

<p>ITEKA RYA PEREZIDA N° 035/01 RYO KU WA 08/03/2021 RYEMEZA BURUNDU AMASEZERANO Y'INGUZANYO HAGATI YA GUVERINOMA YA REPUBULIKA Y'U RWANDA NA BANKI YA KOREYA Y'UBUCURUZI BW'IBYINJIRA N'IBISOHOKA MU GIHUGU YEREKERANYE N'INGUZANYO INGANA NA MILIYONI MIRONGO ITANDATU N'ESHESHATU N'IBIHUMBI MAGANA ABIRI NA MIRONGO INANI NA BIBIRI Z'AMADOLARI Y'ABANYAMERIKA (66.282.000 USD) AGENEWE UMUSHINGA WO KWAGURA IMIYOBORO Y'AMASHANYARAZI MU RWANDA, YASHYIRIWEHO UMUKONO I KIGALI MU RWANDA, KU WA 09 UKUBOZA 2020</p> <p style="text-align: center;"><u>ISHAKIRO</u></p> <p><u>Ingingo ya mbere:</u> Kwemeza burundu</p> <p><u>Ingingo ya 2:</u> Abashinzwe gushyira mu bikorwa iri teka</p> <p><u>Ingingo ya 3:</u> Igihe iri teka ritangirira gukurikizwa</p>	<p>PRESIDENTIAL ORDER N° 035/01 OF 08/03/2021 RATIFYING THE LOAN AGREEMENT BETWEEN THE GOVERNMENT OF THE REPUBLIC OF RWANDA AND THE EXPORT-IMPORT BANK OF KOREA, RELATING TO THE LOAN OF SIXTY-SIX MILLION TWO HUNDRED EIGHTY-TWO THOUSAND AMERICAN DOLLARS (USD 66,282,000) FOR RWANDA ELECTRICITY TRANSMISSION GRID EXPANSION PROJECT, SIGNED AT KIGALI, RWANDA, ON 09 DECEMBER 2020</p> <p style="text-align: center;"><u>TABLE OF CONTENTS</u></p> <p><u>Article One:</u> Ratification</p> <p><u>Article 2:</u> Authorities responsible for the implementation of this Order</p> <p><u>Article 3:</u> Commencement</p>	<p>ARRÊTÉ PRÉSIDENTIEL N° 035/01 DU 08/03/2021 RATIFIANT L'ACCORD DE PRÊT ENTRE LE GOUVERNEMENT DE LA RÉPUBLIQUE DU RWANDA ET LA BANQUE D'IMPORT-EXPORT DE CORÉE, RELATIF AU PRÊT DE SOIXANTE-SIX MILLIONS DEUX CENT QUATRE-VINGT-DEUX MILLE DOLLARS AMÉRICAINS (66.282.000 USD) POUR LE PROJET D'EXTENSION DU RÉSEAU DE TRANSPORT D'ÉLECTRICITÉ AU RWANDA, SIGNÉ À KIGALI, AU RWANDA, LE 09 DÉCEMBRE 2020</p> <p style="text-align: center;"><u>TABLE DES MATIÈRES</u></p> <p><u>Article premier:</u> Ratification</p> <p><u>Article 2:</u> Autorités chargées de l'exécution du présent arrêté</p> <p><u>Article 3:</u> Entrée en vigueur</p>
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<p>ITEKA RYA PEREZIDA N° 035/01 RYO KU WA 08/03/2021 RYEMEZA BURUNDU AMASEZERANO Y'INGUZANYO HAGATI YA GUVERINOMA YA REPUBULIKA Y'U RWANDA NA BANKI YA KOREYA Y'UBUCURUZI BW'IBYINJIRA N'IBISOHOKA MU GIHUGU YEREKERANYE N'INGUZANYO INGANA NA MILIYONI MIRONGO ITANDATU N'ESHESHATU N'IBIHUMBI MAGANA ABIRI NA MIRONGO INANI NA BIBIRI Z'AMADOLARI Y'ABANYAMERIKA (66.282.000 USD) AGENEWE UMUSHINGA WO KWAGURA IMIYOBORO Y'AMASHANYARAZI MU RWANDA, YASHYIRIWEHO UMUKONO I KIGALI MU RWANDA, KU WA 09 UKUBOZA 2020</p> <p>Twebwe, KAGAME Paul, Perezida wa Repubulika;</p> <p>Dushingiye ku Itegeko Nshinga rya Repubulika y'u Rwanda ryo mu 2003 ryavuguruwe mu 2015, cyane cyane mu ngingo zaryo, iya 112, iya 120, iya 122, iya 167, iya 168, n'iya 176;</p>	<p>PRESIDENTIAL ORDER N° 035/01 OF 08/03/2021 RATIFYING THE LOAN AGREEMENT BETWEEN THE GOVERNMENT OF THE REPUBLIC OF RWANDA AND THE EXPORT-IMPORT BANK OF KOREA, RELATING TO THE LOAN OF SIXTY-SIX MILLION TWO HUNDRED EIGHTY-TWO THOUSAND AMERICAN DOLLARS (USD 66,282,000) FOR RWANDA ELECTRICITY TRANSMISSION GRID EXPANSION PROJECT, SIGNED AT KIGALI, RWANDA, ON 09 DECEMBER 2020</p> <p>We, KAGAME Paul, President of the Republic;</p> <p>Pursuant to the Constitution of the Republic of Rwanda of 2003 revised in 2015, especially in Articles 112, 120, 122, 167, 168 and 176;</p>	<p>ARRÊTÉ PRÉSIDENTIEL N° 035/01 DU 08/03/2021 RATIFIANT L'ACCORD DE PRÊT ENTRE LE GOUVERNEMENT DE LA RÉPUBLIQUE DU RWANDA ET LA BANQUE D'IMPORT-EXPORT DE CORÉE, RELATIF AU PRÊT DE SOIXANTE-SIX MILLIONS DEUX CENT QUATRE-VINGT-DEUX MILLE DOLLARS AMÉRICAINS (66.282.000 USD) POUR LE PROJET D'EXTENSION DU RÉSEAU DE TRANSPORT D'ÉLECTRICITÉ AU RWANDA, SIGNÉ À KIGALI, AU RWANDA, LE 09 DÉCEMBRE 2020</p> <p>Nous, KAGAME Paul, Président de la République;</p> <p>Vu la Constitution de la République du Rwanda de 2003 révisée en 2015, spécialement en ses articles 112, 120, 122, 167, 168 et 176;</p>
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<p>Dushingiye ku Itegeko n° 019/2021 ryo ku wa 05/03/2021 ryemera kwemeza burundu Amasezerano y'Inguzanyo hagati ya Repubulika y'u Rwanda na Banki ya Koreya y'Ubucuruzi bw'Ibyinjira n'Ibisohoka mu Gihugu, yerekeranye n'inguzanyo ingana na miliyoni mirongo itandatu n'esheshatu n'ibihumbi magana abiri na mirongo inani na bibiri z'Amadolari y'Abanyamerika (66.282.000 USD) agenewe Umushinga wo Kwagura Imiyoboro y'Amashanyarazi, yashyiriweho umukono i Kigali mu Rwanda, ku wa 09 Ukuboza 2020;</p> <p>Tumaze kubona Amasezerano y'Inguzanyo hagati ya Guverinoma ya Repubulika y'u Rwanda na Banki ya Koreya y'Ubucuruzi bw'Ibyinjira n'Ibisohoka mu Gihugu, yerekeranye n'inguzanyo ingana na miliyoni mirongo itandatu n'esheshatu n'ibihumbi magana abiri na mirongo inani na bibiri z'Amadolari y'Abanyamerika (66.282.000 USD) agenewe Umushinga wo Kwagura Imiyoboro y'Amashanyarazi mu Rwanda, yashyiriweho umukono i Kigali mu Rwanda, ku wa 09 Ukuboza 2020;</p> <p>Bisabwe na Minisitiri w'Imari n'Igenamigambi;</p> <p>Inama y'Abaminisitiri imaze kubisuzuma no kubyemeza;</p>	<p>Pursuant to Law n° 019/2021 of 05/03/2021 approving the ratification of the Loan Agreement between the Republic of Rwanda and the Export-Import Bank of Korea, relating to the loan of sixty-six million two hundred eighty-two thousand American Dollars (USD 66,282,000) for Electricity Transmission Grid Expansion Project, signed at Kigali, Rwanda on 09 December 2020;</p> <p>Considering the Loan Agreement between the Government of the Republic of Rwanda and the Export-Import Bank of Korea, relating to the loan of sixty-six million two hundred eighty-two thousand American Dollars (USD 66,282,000) for Rwanda Electricity Transmission Grid Expansion Project, signed at Kigali, Rwanda on 09 December 2020;</p> <p>On proposal by the Minister of Finance and Economic Planning;</p> <p>After consideration and approval by the Cabinet meeting;</p>	<p>Vu la Loi n° 019/2021 ryo ku wa 05/03/2021 approuvant la ratification de l'Accord de Prêt entre la République du Rwanda et la Banque d'Import-Export de Corée, relatif au prêt de soixante-six millions deux cent quatre-vingt-deux mille Dollars Américains (66.282.000 USD) pour le Projet d'Extension du Réseau de Transport d'Électricité, signé à Kigali, au Rwanda, le 09 décembre 2020;</p> <p>Considérant l'Accord de Prêt entre le Gouvernement de la République du Rwanda et la Banque d'Import-Export de Corée, relatif au prêt de soixante-six millions deux cent quatre-vingt-deux mille Dollars Américains (66.282.000 USD) pour le Projet d'Extension du Réseau de Transport d'Électricité au Rwanda, signé à Kigali, au Rwanda, le 09 décembre 2020;</p> <p>Sur proposition du Ministre des Finances et de la Planification Économique;</p> <p>Après examen et adoption par le Conseil des Ministres;</p>
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<p>TWATEGETSE KANDI DUTEGETSE:</p> <p><u>Ingingo ya mbere: Kwemeza burundu</u></p> <p>Amasezerano y'Inguzanyo hagati ya Guverinoma ya Repubulika y'u Rwanda na Banki ya Koreya y'Ubucuruzi bw'Ibyinjira n'Ibisohoka mu Gihugu, yerekeranye n'inguzanyo ingana na miliyoni mirongo itandatu n'esheshatu n'ibihumbi magana abiri na mirongo inani na bibiri z'Amadolari y'Abanyamerika (66.282.000 USD) agenewe Umushinga wo Kwagura Imiyoboro y'Amashanyarazi mu Rwanda, yashyiriweho umukono i Kigali mu Rwanda, ku wa 09 Ukuboza 2020, ari ku mugereka w'iri teka, yemejwe burundu kandi atangiye gukurikizwa uko yakabaye.</p> <p><u>Ingingo ya 2: Abashinzwe gushyira mu bikorwa iri teka</u></p> <p>Minisitiri w'Intebe, Minisitiri w'Imari n'Igenamigambi, Minisitiri w'Ububanyi n'Amahanga n'Ubutwererane na Minisitiri w'Ibikorwa Remezo bashinzwe gushyira mu bikorwa iri teka.</p>	<p>HAVE ORDERED AND ORDER:</p> <p><u>Article One: Ratification</u></p> <p>The Loan Agreement between the Government of the Republic of Rwanda and the Export-Import Bank of Korea, relating to the loan of sixty-six million two hundred eighty-two thousand American Dollars (USD 66,282,000) for Rwanda Electricity Transmission Grid Expansion Project, signed at Kigali, Rwanda on 09 December 2020, annexed to this Order, is ratified and becomes fully effective.</p> <p><u>Article 2: Authorities responsible for the implementation of this Order</u></p> <p>The Prime Minister, the Minister of Finance and Economic Planning, the Minister of Foreign Affairs and International Cooperation and the Minister of Infrastructure are entrusted with the implementation of this Order.</p>	<p>AVONS ARRÊTÉ ET ARRÊTONS:</p> <p><u>Article premier: Ratification</u></p> <p>L'Accord de Prêt entre le Gouvernement de la République du Rwanda et la Banque d'Import-Export de Corée, relatif au prêt de soixante-six millions deux cent quatre-vingt-deux mille Dollars Américains (66.282.000 USD) pour le Projet d'Extension du Réseau de Transport d'Électricité au Rwanda, signé à Kigali, au Rwanda, le 09 décembre 2020, annexé au présent arrêté, est ratifié et sort son plein et entier effet.</p> <p><u>Article 2: Autorités chargées de l'exécution du présent arrêté</u></p> <p>Le Premier Ministre, le Ministre des Finances et de la Planification Économique, le Ministre des Affaires Étrangères et de la Coopération Internationale et le Ministre des Infrastructures sont chargés de l'exécution du présent arrêté.</p>
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<p><u>Ingingo ya 3:</u> Igihe iri teka ritangirira gukurikizwa</p> <p>Iri teka ritangira gukurikizwa ku munsu ritangarijweho mu Igazeti ya Leta ya Repubulika y'u Rwanda.</p>	<p><u>Article 3:</u> Commencement</p> <p>This Order comes into force on the date of its publication in the Official Gazette of the Republic of Rwanda.</p>	<p><u>Article 3:</u> Entrée en vigueur</p> <p>Le présent arrêté entre en vigueur le jour de sa publication au Journal Officiel de la République du Rwanda.</p>
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Kigali, 08/03/2021

(sé)

KAGAME Paul
Perezida wa Repubulika
President of the Republic
Président de la République

(sé)

Dr NGIRENTE Edouard
Minisitiri w'Intebe
Prime Minister
Premier Ministre

Bibonywe kandi bishyizweho Ikirango cya Repubulika:
Seen and sealed with the Seal of the Republic:
Vu et scellé du Sceau de la République:

(sé)

BUSINGYE Johnston
Minisitiri w'Ubutabera akaba n'Intumwa Nkuru ya Leta
Minister of Justice and Attorney General
Ministre de la Justice et Garde des Sceaux

<p>UMUGEREKA W'ITEKA RYA PEREZIDA N° 035/01 RYO KU WA 08/03/2021 RYEMEZA BURUNDU AMASEZERANO Y'INGUZANYO HAGATI YA GUVERINOMA YA REPUBULIKA Y'U RWANDA NA BANKI YA KOREYA Y'UBUCURUZI BW'IBYINJIRA N'IBISOHOKA MU GIHUGU YEREKERANYE N'INGUZANYO INGANA NA MILIYONI MIRONGO ITANDATU N'ESHESHATU N'IBIHUMBI MAGANA ABIRI NA MIRONGO INANI NA BIBIRI Z'AMADOLARI Y'ABANYAMERIKA (66.282.000 USD) AGENEWE UMUSHINGA WO KWAGURA IMIYOBORO Y'AMASHANYARAZI MU RWANDA, YASHYIRIWEHO UMUKONO I KIGALI MU RWANDA, KU WA 09 UKUBOZA 2020</p>	<p>ANNEX TO PRESIDENTIAL ORDER N° 035/01 OF 08/03/2021 RATIFYING THE LOAN AGREEMENT BETWEEN THE GOVERNMENT OF THE REPUBLIC OF RWANDA AND THE EXPORT-IMPORT BANK OF KOREA, RELATING TO THE LOAN OF SIXTY-SIX MILLION TWO HUNDRED EIGHTY-TWO THOUSAND AMERICAN DOLLARS (USD 66,282,000) FOR RWANDA ELECTRICITY TRANSMISSION GRID EXPANSION PROJECT, SIGNED AT KIGALI, RWANDA, ON 09 DECEMBER 2020</p>	<p>ANNEXE À L'ARRÊTÉ PRÉSIDENTIEL N° 035/01 DU 08/03/2021 RATIFIANT L'ACCORD DE PRÊT ENTRE LE GOUVERNEMENT DE LA RÉPUBLIQUE DU RWANDA ET LA BANQUE D'IMPORT-EXPORT DE CORÉE, RELATIF AU PRÊT DE SOIXANTE-SIX MILLIONS DEUX CENT QUATRE-VINGT-DEUX MILLE DOLLARS AMÉRICAINS (66.282.000 USD) POUR LE PROJET D'EXTENSION DU RÉSEAU DE TRANSPORT D'ÉLECTRICITÉ AU RWANDA, SIGNÉ À KIGALI, AU RWANDA, LE 09 DÉCEMBRE 2020</p>
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EDCF LOAN AGREEMENT

NO. RWA-2



**Economic Development
Cooperation Fund**

Conformed Copy

Loan Agreement

**Rwanda Electricity Transmission Grid
Expansion Project**

between

**THE GOVERNMENT OF THE REPUBLIC OF
RWANDA**

and

**THE EXPORT-IMPORT BANK OF KOREA
(Government Agency for the EDCF)**

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LOAN AGREEMENT

This Loan Agreement entered into this [9] day of December 2020 between THE GOVERNMENT OF THE REPUBLIC OF RWANDA (hereinafter called the "**Borrower**") and THE EXPORT-IMPORT BANK OF KOREA (hereinafter called the "**Bank**") which has been entrusted by THE GOVERNMENT OF THE REPUBLIC OF KOREA with the operation and management of the Economic Development Cooperation Fund (hereinafter called the "**EDCF**").

WITNESSETH:

WHEREAS, THE GOVERNMENT OF THE REPUBLIC OF KOREA and THE GOVERNMENT OF THE REPUBLIC OF RWANDA entered into the Agreement dated November 14, 2014 concerning EDCF Loans to be extended to THE GOVERNMENT OF THE REPUBLIC OF RWANDA or its designated agency for the implementation of projects to be agreed upon between the two Governments;

WHEREAS, based upon the above Agreement, THE GOVERNMENT OF THE REPUBLIC OF KOREA and THE GOVERNMENT OF THE REPUBLIC OF RWANDA entered into the Arrangement dated November 26, 2020 concerning the EDCF Loan to finance the implementation of Electricity Transmission Grid Expansion Project described in the Description of the Project attached hereto as Schedule 1 (hereinafter called the "**Project**"); and

WHEREAS, in the light of the said Agreement and Arrangement, the Bank has agreed to extend a loan to the Borrower upon the terms and conditions set forth in this Loan Agreement;

NOW, THEREFORE, the Borrower and the Bank agree as follows:

ARTICLE I

Definitions

Section 1.01. Loan Agreement

The following documents shall constitute an integral part of this Loan Agreement:

- (i) General Terms and Conditions Applicable to EDCF Loan Agreements;
- (ii) Guidelines for Procurement under the EDCF Loan;
- (iii) Guidelines for Employment of Consultants under the EDCF Loan; and
- (iv) Disbursement Procedures under the EDCF Loan.

Section 1.02. Definitions

Unless the context otherwise requires, the several terms defined in the General Terms and Conditions Applicable to EDCF Loan Agreements (hereinafter called the "**General Terms and Conditions**") have the respective meanings therein set forth and the following additional terms have the following meanings:

"Eligible Source Country(ies)" means the Republic of Korea for foreign currency portion and the Republic of Rwanda for local currency portion, respectively.

"Interest Payment Date" means the 20th day of months falling every six-month after this Loan Agreement is signed.

"Loan" means the loan facility to be made available in favor of the Borrower or the aggregate principal amount of the loan facility disbursed and from time to time outstanding, as the context may so require.

"Project Completion Date" means the earlier of (i) the date when the final disbursement under the Loan is made, and (ii) the date when the certification of completion, such as a final acceptance certificate (FAC) or a defect liability certificate, etc., is issued.

"Project Executing Agency" means the Energy Development Corporation Limited (hereinafter called the "EDCL") which has been authorized to implement the Project.

"Repayment Date" means each of the Fifty (50) semi-annual consecutive dates of June 20 and December 20 from and including the date which shall be the 20th day of the month falling One Hundred Eighty Six (186) months after the date of this Loan Agreement.

"Supplier(s)" means the supplier(s), contractor(s) or consultant(s) from whom goods or services to be financed out of the proceeds of the Loan are procured.

ARTICLE II

The Loan

Section 2.01. Amount and Purpose of Loan

(a) The Bank agrees to lend to the Borrower, on the terms and conditions set forth in this Loan Agreement, an amount in Korean Won not exceeding the equivalent of Sixty Six Million Two Hundred Eighty Two Thousand US Dollars (US\$ 66,282,000), to finance the implementation of the Project.

(b) The amount of the Loan shall be denominated in Korean Won and shall be fixed by the Bank in accordance with Section 3.01 of the General Terms and Conditions. The Bank shall then notify the Borrower and the Guarantor (*if any*) of the amount of the Loan.

Section 2.02. Use of Proceeds of Loan

(a) The Borrower shall cause the proceeds of the Loan to be used for the purchase of goods and services required for the implementation of the Project from the Eligible Source Countries. The proceeds of the Loan shall be allocated in accordance with the Allocation of the Loan Proceeds attached hereto as Schedule 2.

(b) The final disbursement under this Loan Agreement shall be made within Forty Eight (48) months after the Effective Date of this Loan Agreement, and no further disbursement shall be made by the Bank thereafter unless otherwise agreed upon between the Bank and the Borrower.

ARTICLE III

Repayment and Interest

Section 3.01. Repayment of Principal

(a) The Borrower shall repay the Bank the principal amount of the Loan disbursed in Korean Won in Fifty (50) semi-annual installments on each of the Repayment Dates.

(b) The Repayment Date and the Korean Won amount to be repaid on each of the Repayment Dates shall be specified in the Amortization Schedule in the form and substance of Schedule 3 attached hereto. The Amortization Schedule shall be made by the Bank when it fixes the amount of the Loan and the Bank shall notify the Borrower of the Amortization Schedule when it notifies the Borrower and the Guarantor (*if any*) of the amount of the Loan in accordance with paragraph (b) of Section 2.01 hereof.

Section 3.02. Payment of Interest

The Borrower shall pay the Bank interest on the principal amount of the Loan disbursed and outstanding at the rate of one-hundredth of one percent (0.01 %) per annum. Such interest shall be paid in arrears on each Interest Payment Date, provided that the first interest for any disbursement made within sixty (60) days prior to any Interest Payment Date may be paid on the next succeeding Interest Payment Date.

Section 3.03. Preferential Interest Rates

(a) No interest shall accrue on the Loan covering the consulting services provided by the eligible consultant(s) mentioned in paragraph 3 of Schedule 5.

(b) When the Borrower makes a procurement contract with Korean Small and Medium Enterprises (SMEs) or Medium-Large Companies, preferential interest rates shall apply to the portion of the Loan covering the procurement contract as follows:

(i) In case one or more Korean SMEs (including a consortium or joint venture (JV) by Korean SMEs) enter into the contract, zero percent (0%) interest rate shall apply.

(ii) In case one or more Korean Medium-Large Companies (including a consortium or joint venture (JV) by Korean Medium-Large Companies) enter into the contract, zero percent (0%) interest rate shall apply.

(iii) In case the consortium or joint venture (JV) in which one or more Korean SMEs take at least thirty percent (30%) of the share enter into a contract, zero percent (0%) interest rate shall apply.

Section 3.04. Place of Payment

All sums payable by the Borrower to the Bank under this Loan Agreement shall be paid to the account of the Bank (Account No. 068-13-10395-6) with Yeouido Gwang-Jang EXIM sub Branch of the KEB Hana Bank at 38, Eunhaeng-Ro,

Yeongdeungpo-Gu, Seoul, 07242, Republic of Korea or to such other account as the Bank shall designate by written notice to the Borrower.

ARTICLE IV

Procurement and Disbursement

Section 4.01. Procurement Procedure

(a) All goods and services to be financed out of the proceeds of the Loan shall be procured through the Suppliers in accordance with the provisions of the Procurement Procedure attached hereto as Schedule 4 and the Employment of Consultants attached hereto as Schedule 5.

(b) All goods and services to be financed out of the proceeds of the Loan shall be procured from the Eligible Source Countries, provided that a part of goods and services may, with the prior consent of the Bank, be procured from the countries other than the Eligible Source Countries up to Fourteen Point Nine percent (14.9%) of the amount of the Loan.

Section 4.02. Disbursement Procedure

(a) The Loan shall be disbursed in Korean Won by the Bank in accordance with the provisions of the Disbursement Procedure attached hereto as Schedule 6.

Section 4.03. Service Charge

(a) The Borrower shall pay to the Bank the service charge in the amount equal to one-tenth of one percent (0.1%) of the amount of each disbursement in case of the Direct Payment Procedure or the Reimbursement Procedure, and/or of the amount of the letter of commitment in case of the Commitment Procedure.

(b) An amount equal to such service charge shall be financed out of the proceeds of the Loan. The Bank shall pay such amount to itself as the service charge on the date of each disbursement and/or of the issuance of the letter of commitment. Such disbursement out of the Loan shall constitute a valid disbursement of the Loan under this Loan Agreement.

ARTICLE V

Particular Covenants

Section 5.01. Execution of the Project

(a) The Borrower shall implement, or cause the Project Executing Agency to implement, the Project with due diligence and efficiency.

(b) The Borrower shall employ, or cause the Project Executing Agency to employ, consultants for the implementation of the Project.

(c) Should the funds available from the proceeds of the Loan be insufficient for the implementation of the Project, the Borrower shall make arrangements promptly to provide such funds as shall be needed.

Section 5.02. Reports and Information

(a) The Borrower shall furnish, or cause the Project Executing Agency to furnish, the Bank with progress reports for the Project on a quarterly basis from the execution of the first procurement contract to the Project Completion Date in such form and in such detail as the Bank may reasonably request.

(b) Within six (6) months after the Project Completion Date or such later date as shall be agreed upon between the Borrower and the Bank, the Borrower shall furnish, or cause the Project Executing Agency to furnish, the Bank with a project completion report in such form and in such detail as the Bank may reasonably request.

(c) Until all the obligations of the Borrower under this Loan Agreement are fully performed, the Borrower shall furnish the Bank with such other information as the Bank may reasonably request concerning the Project or the Loan.

ARTICLE VI

Miscellaneous

Section 6.01. Delegation of Authority

(a) The Borrower hereby designates the Project Executing Agency as its agent for the purposes of taking any action or entering into any agreement required or permitted under Sections 4.01, 4.02 and 5.02 of this Loan Agreement.

(b) Any action taken or any agreement entered into by the Project Executing Agency pursuant to the authority conferred under paragraph (a) of this Section shall be fully binding on the Borrower and shall have the same force and effect as if taken by the Borrower.

Section 6.02. Addresses

The following addresses are specified for the purposes of Section 12.05 of the General Terms and Conditions:

For the Bank

Postal address: THE EXPORT-IMPORT BANK OF KOREA
38 Eunhaeng-ro, Yeongdeungpo-gu,
Seoul 07242, Republic of Korea

Attention: Director of Africa 1 Team, EDCF Operations Department 2
Telephone No.: (82-2) 3779-6574
Fax No.: (82-2) 3779-6780
Telex No.: K26595 EXIMBK
SWIFT BIC: EXIKKRSEXXX

For the Borrower

Postal Address: Ministry of Finance and Economic Planning
P.O Box 158 Kigali

Attention: Minister of State in charge of Economic Planning
Telephone No.: +250-252 575756
Fax No.: +250-252 577581

Telex No.: NA

**The Export-Import Bank of Korea
(Government Agency for the EDCF)**

By A. J. B.

By

Schedule 1

Description of the Project

1. Outline of the Project

(a) Objectives:

- To provide stable and reliable electrical power service through expanding national electricity transmission grid
- To contribute to balanced regional development and improvement in the quality of life of local residents

(b) Location:

- Nyabarongo, Nyabihu, Ruvabu, Gasogi, Bugesera, Rwabusoro, Mamba and Gisagara

(c) Project Executing Agency:

- The Energy Development Corporation Limited (the “EDCL”)

2. Scope of the Project

(a) Goods & Services

- Construction of Electricity Transmission Grids
- Substation Expansion (Line-Bays)
- O&M Support

(b) Consulting services

- Basic Design
- Supervision of detail design, procurement and project implementation
- Assistance of bidding procedure and preparing for relevant reports including Project Completion Report (PCR)

3. Estimated annual fund requirements

(in Thousands of US Dollars)

Year	EDCF	Government of Rwanda
1 st year	32,765	12,366
2 nd year	14,567	10,538
3 rd year	15,295	9,944
4 th year	595	595
Total	63,222	33,443

* The total amount above is not including contingencies and service charges.

4. The Project is expected to be completed within Forty Two (42) months from the effective date of this Loan Agreement, which may be extended by a prior consent of the Bank.

Schedule 2**Allocation of Loan Proceeds****1. Allocation**

(a) The table below sets forth the categories of goods, services and other items to be financed out of the proceeds of the Loan and the allocation of Loan amounts to each category:

(in Thousands of US Dollars)

Category	Estimated Amount		
	Foreign Currency	Local Currency	Total
(A) Construction and O&M Support	51,068	9,065	60,133
(B) Consulting Service	1,845	1,244	3,089
(C) Contingencies	2,175	819	2,994
(D) Service Charge	66	-	66
Total	55,154	11,128	66,282

※ Note: Items not eligible for financing under the local currency portion are as shown below:

- (1) General administration expense
- (2) Taxes and duties
- (3) Purchase of land and other real property
- (4) Compensation
- (5) Other indirect items

2. Reallocation

(a) If the estimated costs of items included in any of the categories shall decrease, the amount then allocated to and no longer required for such Category, will be reallocated by the Bank to Category (C).

(b) If the estimated costs of items included in Category (A) and (B) shall increase, the amount equal to the portion, if any, of such increase to be financed out of the proceeds of the Loan will be reallocated by the Bank, at the request of the Borrower, from Category (C) to Category (A) and (B) without currency restrictions. Provided, however, that the amount in the same currency shall be reallocated first.

Schedule 3

Amortization Schedule

Due Date

Amount

(in Korean Won)

※ Note : Each installment will be filled in when the amount of the Loan is fixed in accordance with Section 3.01 of the General Terms and Conditions, and will be finalized after the final disbursement in accordance with paragraph (b) of Section 3.02 and 7.05 of the General Terms and Conditions.

Schedule 4

Procurement Procedure

1. Except as the Bank may otherwise agree, the procedures referred to in the following paragraphs of this Schedule shall apply to the procurement of goods and services to be financed out of the proceeds of the Loan. The term "services" in this Schedule does not include consulting services.
2. Procurement of goods and services shall be subject to the provisions of the Bank's "Guidelines for Procurement under the EDCF Loan" (hereinafter called the "**Procurement Guidelines**"), as amended from time to time, which have been furnished to the Borrower.
3. The Supplier(s) shall be nationals of the Republic of Korea or juridical person incorporated and registered therein.
4. The Borrower shall procure goods and services to be financed out of the proceeds of the Loan specified in Schedule 2 above through Competitive Bidding.
5. Procurement method shall be subject to the Bank's prior review.
6. For contracts to be awarded on the basis of Competitive Bidding, procurement actions shall be subject to review of the Bank in accordance with the procedures set forth in Annex 1 of the Procurement Guidelines.
7. All taxes, duties, and levies imposed on goods and services in the Republic of Rwanda provided by the Suppliers under the Loan Agreement for the implementation of the Project shall either be exempted or borne by the Borrower.

Schedule 5

Employment of Consultants

1. The services of consultants shall be utilized in the carrying out of the Project, particularly with regard to the basic design, bid support, project management and construction supervision.
2. The selection and employment of the consultants shall be subject to the provisions of this Schedule and the Bank's "Guidelines for the Employment of Consultants under the EDCF Loan"(hereinafter called the "**Consultant Guidelines**"), as amended from time to time, which have been furnished to the Borrower.
3. The Consultant(s) shall be nationals of the Republic of Korea or juridical person incorporated and registered therein.
4. The Borrower shall employ the Consultant through the Bank's general selection procedures specified in the Consultant Guidelines.
5. The terms of reference, evaluation of proposals, and execution of contract shall be subject to review of the Bank in accordance with the procedures set forth in Annex 1 of the Consultant Guidelines.
6. The method of selection procedure shall be submitted to the Bank for its review.
7. All taxes, duties, and levies imposed on consulting services in the Republic of Rwanda provided by the Consultants for the implementation of the Project shall be either exempted or borne by the Borrower.

Schedule 6

Disbursement Procedures

1. Disbursement Procedures

(a) Disbursements of the Loan shall be made through Commitment Procedure, and/or Direct Payment Procedure.

(b) The Bank's "Disbursement Procedures under the EDCF Loan" (hereinafter called the "**Disbursement Procedures**"), which have been furnished to the Borrower, as amended from time to time, shall be applied to disbursement of the Loan,

2. Designation of Banks

With regard to relevant Sections of the Disbursement Procedures, the designated banks are as follows:

(a) The Paying Bank referred to in Section 2.01 shall be Yeouido Gwang-Jang EXIM sub Branch of the KEB Hana Bank at 38, Eunhaeng-Ro, Yeongdeungpo-Gu, Seoul, 07242, Republic of Korea

(b) The borrower shall designate the Issuing Bank referred to in Section 2.02 (*Use of Proceeds of Loan*), and provide written notice to the Bank immediately prior to submission of the Application of Payment.

<p>Bibonywe kugira ngo bishyirwe ku mugereka w'Iteka rya Perezida n° 035/01 ryo ku wa 08/03/2021 ryemeza burundu Amasezerano y'Inguzanyo hagati ya Guverinoma ya Repubulika y'u Rwanda na Banki ya Koreya y'Ubucuruzi bw'Ibyinjira n'Ibisohoka mu Gihugu, yerekeranye n'inguzanyo ingana na miliyoni mirongo itandatu n'esheshatu n'ibihumbi magana abiri na mirongo inani na bibiri z'Amadolari y'Abanyamerika (66.282.000 USD) agenewe Umushinga wo Kwagura Imiyoboro y'Amashanyarazi mu Rwanda, yashyiriweho umukono i Kigali mu Rwanda, ku wa 09 Ukuboza 2020</p>	<p>Seen to be annexed to Presidential Order n° 035/01 of 08/03/2021 ratifying the Loan Agreement between the Government of the Republic of Rwanda and the Export-Import Bank of Korea, relating to the loan of sixty-six million two hundred eighty-two thousand American Dollars (USD 66,282,000) for Rwanda Electricity Transmission Grid Expansion Project, signed at Kigali, Rwanda on 09 December 2020</p>	<p>Vu pour être annexé à l'Arrêté Présidentiel n° 035/01 du 08/03/2021 ratifiant l'Accord de Prêt entre le Gouvernement de la République du Rwanda et la Banque d'Import-Export de Corée, relatif au prêt de soixante-six millions deux cent quatre-vingt-deux mille Dollars Américains (66.282.000 USD) pour le Projet d'Extension du Réseau de Transport d'Électricité au Rwanda, signé à Kigali, au Rwanda, le 09 décembre 2020</p>
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Kigali, 08/03/2021

(sé)

KAGAME Paul
Perezida wa Repubulika
President of the Republic
Président de la République

(sé)

Dr NGIRENTE Edouard
Minisitiri w'Intebe
Prime Minister
Premier Ministre

Bibonywe kandi bishyizweho Ikirango cya Repubulika:
Seen and sealed with the Seal of the Republic:
Vu et scellé du Sceau de la République:

(sé)

BUSINGYE Johnston
Minisitiri w'Ubutabera akaba n'Intumwa Nkuru ya Leta
Minister of Justice and Attorney General
Ministre de la Justice et Garde des Sceaux

<p>ITEKA RYA PEREZIDA N° 036/01 RYO KU WA 08/03/2021 RYEMEZA BURUNDU AMASEZERANO Y'INGUZANYO HAGATI YA REPUBULIKA Y'U RWANDA NA BANKI NYAFURIKA ITSURA AMAJYAMBERE, YEREKERANYE N'INGUZANYO INGANA NA MILIYONI IJANA NA MAKUMYABIRI N'IMWE N'IBIHUMBI MAGANA ATANU NA BIBIRI Z'AMAYERO (121.502.000 EUR) AGENEWE GAHUNDA Y'ITERAMBERE RIKOMATANYIJE RISHINGIYE KU IKORESHA RY'AMAZI YA MUVUMBA, YASHYIRIWEHO UMUKONO I KIGALI MU RWANDA, KU WA 29 MUTARAMA 2021</p>	<p>PRESIDENTIAL ORDER N° 036/01 OF 08/03/2021 RATIFYING THE LOAN AGREEMENT BETWEEN THE REPUBLIC OF RWANDA AND THE AFRICAN DEVELOPMENT BANK, RELATING TO THE LOAN OF ONE HUNDRED AND TWENTY-ONE MILLION FIVE HUNDRED AND TWO THOUSAND EUROS (EUR 121,502,000) FOR MUVUMBA MULTIPURPOSE WATER RESOURCES DEVELOPMENT PROGRAM, SIGNED AT KIGALI, RWANDA, ON 29 JANUARY 2021</p>	<p>ARRÊTÉ PRÉSIDENTIEL N° 036/01 DU 08/03/2021 RATIFIANT L'ACCORD DE PRÊT ENTRE LA RÉPUBLIQUE DU RWANDA ET LA BANQUE AFRICAINE DE DÉVELOPPEMENT, RELATIF AU PRÊT DE CENT VINGT ET UN MILLIONS CINQ CENT DEUX MILLE EUROS (121.502.000 EUR) DESTINÉ AU PROGRAMME DE DÉVELOPPEMENT POLYVALENT DES RESSOURCES EN EAU DE MUVUMBA, SIGNÉ À KIGALI, AU RWANDA, LE 29 JANVIER 2021</p>
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<p><u>Ingingo ya 2:</u> Abashinzwe gushyira mu bikorwa iri teka</p>	<p><u>Article 2:</u> Authorities responsible for the implementation of this Order</p>	<p><u>Article 2:</u> Autorités chargées de l'exécution du présent arrêté</p>
<p><u>Ingingo ya 3:</u> Igihe iri teka ritangirira gukurikizwa</p>	<p><u>Article 3:</u> Commencement</p>	<p><u>Article 3:</u> Entrée en vigueur</p>

<p>ITEKA RYA PEREZIDA N° 036/01 RYO KU WA 08/03/2021 RYEMEZA BURUNDU AMASEZERANO Y'INGUZANYO HAGATI YA REPUBULIKA Y'U RWANDA NA BANKI NYAFURIKA ITSURA AMAJYAMBERE, YEREKERANYE N'INGUZANYO INGANA NA MILIYONI IJANA NA MAKUMYABIRI N'IMWE N'IBIHUMBI MAGANA ATANU NA BIBIRI Z'AMAYERO (121.502.000 EUR) AGENEWE GAHUNDA Y'ITERAMBERE RIKOMATANYIJE RISHINGIYE KU IKORESHA RY'AMAZI YA MUVUMBA, YASHYIRIWEHO UMUKONO I KIGALI MU RWANDA, KU WA 29 MUTARAMA 2021</p> <p>Twebwe, KAGAME Paul, Perezida wa Repbulika;</p> <p>Dushingiye ku Itegeko Nshinga rya Repbulika y'u Rwanda ryo mu 2003 ryavuguruwe mu 2015, cyane cyane mu ngingo zaryo, iya 112, iya 120, iya 122, iya 167, iya 168 n'iya 176;</p> <p>Dushingiye ku Itegeko n° 020/2021 ryo ku wa 05/03/2021 ryemera kwemeza burundu Amasezerano y'Inguzanyo hagati ya</p>	<p>PRESIDENTIAL ORDER N° 036/01 OF 08/03/2021 RATIFYING THE LOAN AGREEMENT BETWEEN THE REPUBLIC OF RWANDA AND THE AFRICAN DEVELOPMENT BANK, RELATING TO THE LOAN OF ONE HUNDRED AND TWENTY-ONE MILLION FIVE HUNDRED AND TWO THOUSAND EUROS (EUR 121,502,000) FOR MUVUMBA MULTIPURPOSE WATER RESOURCES DEVELOPMENT PROGRAM, SIGNED AT KIGALI, RWANDA, ON 29 JANUARY 2021</p> <p>We, KAGAME Paul, President of the Republic;</p> <p>Pursuant to the Constitution of the Republic of Rwanda of 2003 revised in 2015, especially in Articles 112, 120, 122, 167, 168 and 176;</p> <p>Pursuant to Law n° 020/2021 of 05/03/2021 approving the ratification of the Loan Agreement between the Republic of Rwanda</p>	<p>ARRÊTÉ PRÉSIDENTIEL N° 036/01 DU 08/03/2021 RATIFIANT L'ACCORD DE PRÊT ENTRE LA RÉPUBLIQUE DU RWANDA ET LA BANQUE AFRICAINE DE DÉVELOPPEMENT, RELATIF AU PRÊT DE CENT VINGT ET UN MILLIONS CINQ CENT DEUX MILLE EUROS (121.502.000 EUR) DESTINÉ AU PROGRAMME DE DÉVELOPPEMENT POLYVALENT DES RESSOURCES EN EAU DE MUVUMBA, SIGNÉ À KIGALI, AU RWANDA, LE 29 JANVIER 2021</p> <p>Nous, KAGAME Paul, Président de la République;</p> <p>Vu la Constitution de la République du Rwanda de 2003 révisée en 2015, spécialement en ses articles 112, 120, 122, 167, 168 et 176;</p> <p>Vu la Loi n° 020/2021 du 05/03/2021 approuvant la ratification de l'Accord de Prêt entre la République du Rwanda et la Banque</p>
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<p>Repubulika y'u Rwanda na Banki Nyafurika Itsura Amajyambere, yerekeranye n'inguzanyo ingana na miliyoni ijana na makumyabiri n'imwe n'ibihumbi magana atanu na bibiri z'Amayero (121.502.000 EUR) agenewe Gahunda y'Iterambere rikomatanyije rishingiye ku Ikoreshwa ry'Amazi ya Muvumba, yashyiriweho umukono i Kigali mu Rwanda, ku wa 29 Mutarama 2021;</p> <p>Tumaze kubona Amasezerano y'Inguzanyo hagati ya Repubulika y'u Rwanda na Banki Nyafurika Itsura Amajyambere, yerekeranye n'inguzanyo ingana na miliyoni ijana na makumyabiri n'imwe n'ibihumbi magana atanu na bibiri z'Amayero (121.502.000 EUR) agenewe Gahunda y'Iterambere rikomatanyije rishingiye ku Ikoreshwa ry'Amazi ya Muvumba, yashyiriweho umukono i Kigali mu Rwanda, ku wa 29 Mutarama 2021;</p> <p>Bisabwe na Minisitiri w'Imari n'Igenamigambi;</p> <p>Inama y'Abaminisitiri imaze kubisuzuma no kubyemeza;</p> <p>TWATEGETSE KANDI DUTEGETSE:</p>	<p>and the African Development Bank, relating to the loan of one hundred and twenty-one million five hundred and two thousand Euros (EUR 121,502,000) for Muvumba Multipurpose Water Resources Development Program, signed at Kigali, Rwanda, on 29 January 2021;</p> <p>Considering the Loan Agreement between the Republic of Rwanda and the African Development Bank, relating to the loan of one hundred and twenty-one million five hundred and two thousand Euros (EUR 121,502,000) for Muvumba Multipurpose Water Resources Development Program, signed at Kigali, Rwanda, on 29 January 2021;</p> <p>On proposal by the Minister of Finance and Economic Planning;</p> <p>After consideration and approval by the Cabinet meeting;</p> <p>HAVE ORDERED AND ORDER:</p>	<p>Africaine de Développement, relatif au prêt de cent vingt et un million cinq cent deux mille Euros (121.502.000 EUR) destiné au Programme Polyvalent de Développement des Ressources en Eau de Muvumba, signé à Kigali, au Rwanda, le 29 janvier 2021;</p> <p>Considérant l'Accord de Prêt entre la République du Rwanda et la Banque Africaine de Développement, relatif au prêt de cent vingt et un millions cinq cent deux mille Euros (121.502.000 EUR) destiné au Programme de Développement Polyvalent des Ressources en Eau de Muvumba, signé à Kigali, au Rwanda, le 29 janvier 2021;</p> <p>Sur proposition du Ministre des Finances et de la Planification Économique;</p> <p>Après examen et adoption par le Conseil des Ministres;</p> <p>AVONS ARRÊTÉ ET ARRÊTONS:</p>
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<p><u>Ingingo ya mbere: Kwemeza burundu</u></p> <p>Amasezerano y'Inguzanyo hagati ya Repubulika y'u Rwanda na Banki Nyafurika Itsura Amajyambere, yerekeranye n'inguzanyo ingana na miliyoni ijana na makumyabiri n'imwe n'ibihumbi magana atanu na bibiri z'Amayero (121.502.000 EUR) agenewe Gahunda y'Iterambere rikomatanyije rishingiye ku Ikoreshwa ry'Amazi ya Muvumba, yashyiriweho umukono i Kigali mu Rwanda, ku wa 29 Mutarama 2021, ari ku mugereka w'iri teka, yemejwe burundu kandi atangiye gukurikizwa uko yakabaye.</p>	<p><u>Article One: Ratification</u></p> <p>The Loan Agreement between the Republic of Rwanda and the African Development Bank, relating to the loan of one hundred and twenty-one million five hundred and two thousand Euros (EUR 121,502,000) for Muvumba Multipurpose Water Resources Development Program, signed at Kigali, Rwanda, on 29 January 2021, annexed to this Order, is ratified and becomes fully effective.</p>	<p><u>Article premier: Ratification</u></p> <p>L'Accord de Prêt entre la République du Rwanda et la Banque Africaine de Développement, relatif au prêt de cent vingt et un million cinq cent deux mille Euros (121.502.000 EUR) destiné au Programme de Développement Polyvalent des Ressources en Eau de Muvumba, signé à Kigali, au Rwanda, le 29 janvier 2021, annexé au présent arrêté, est ratifié et sort son plein et entier effet.</p>
<p><u>Ingingo ya 2: Abashinzwe gushyira mu bikorwa iri teka</u></p> <p>Minisitiri w'Intebe, Minisitiri w'Imari n'Igenamigambi, Minisitiri w'Ububanyi n'Amahanga n'Ubutwererane, Minisitiri w'Ibikorwa Remezo na Minisitiri w'Ibidukikije bashinzwe gushyira mu bikorwa iri teka.</p>	<p><u>Article 2: Authorities responsible for the implementation of this Order</u></p> <p>The Prime Minister, the Minister of Finance and Economic Planning, the Minister of Foreign Affairs and International Cooperation, the Minister of Infrastructure and the Minister of Environment are entrusted with the implementation of this Order.</p>	<p><u>Article 2: Autorités chargées de l'exécution du présent arrêté</u></p> <p>Le Premier Ministre, le Ministre des Finances et de la Planification Économique, le Ministre des Affaires Étrangères et de la Coopération Internationale, le Ministre des Infrastructures et le Ministre de l'Environnement sont chargés de l'exécution du présent arrêté.</p>
<p><u>Ingingo ya 3: Igihe iri teka ritangirira gukurikizwa</u></p> <p>Iri teka ritangira gukurikizwa ku munsu ritangarijweho mu Igazeti ya Leta ya Repubulika y'u Rwanda.</p>	<p><u>Article 3: Commencement</u></p> <p>This Order comes into force on the date of its publication in the Official Gazette of the Republic of Rwanda</p>	<p><u>Article 3: Entrée en vigueur</u></p> <p>Le présent arrêté entre en vigueur le jour de sa publication au Journal Officiel de la République du Rwanda.</p>

Kigali, 08/03/2021

(sé)

KAGAME Paul
Perezida wa Repubulika
President of the Republic
Président de la République

(sé)

Dr NGIRENTE Edouard
Minisitiri w'Intebe
Prime Minister
Premier Ministre

Bibonywe kandi bishyizweho Ikirango cya Repubulika:
Seen and sealed with the Seal of the Republic:
Vu et scellé du Sceau de la République:

(sé)

BUSINGYE Johnston
Minisitiri w'Ubutabera akaba n'Intumwa Nkuru ya Leta
Minister of Justice and Attorney General
Ministre de la Justice et Garde des Sceaux

<p>UMUGEREKA W'ITEKA RYA PEREZIDA N° 036/01 RYO KU WA 08/03/2021 RYEMEZA BURUNDU AMASEZERANO Y'INGUZANYO HAGATI YA REPUBULIKA Y'U RWANDA NA BANKI NYAFURIKA ITSURA AMAJYAMBERE, YEREKERANYE N'INGUZANYO INGANA NA MILIYONI IJANA NA MAKUMYABIRI N'IMWE N'IBIHUMBI MAGANA ATANU NA BIBIRI Z'AMAYERO (121.502.000 EUR) AGENEWE GAHUNDA Y'ITERAMBERE RIKOMATANYIJE RISHINGIYE KU IKORESHA RY'AMAZI YA MUVUMBA, YASHYIRIWEHO UMUKONO I KIGALI MU RWANDA, KU WA 29 MUTARAMA 2021</p>	<p>ANNEX TO PRESIDENTIAL ORDER N° 036/01 of 08/03/2021 RATIFYING THE LOAN AGREEMENT BETWEEN THE REPUBLIC OF RWANDA AND THE AFRICAN DEVELOPMENT BANK, RELATING TO THE LOAN OF ONE HUNDRED AND TWENTY-ONE MILLION FIVE HUNDRED AND TWO THOUSAND EUROS (EUR 121,502,000) FOR MUVUMBA MULTIPURPOSE WATER RESOURCES DEVELOPMENT PROGRAM, SIGNED AT KIGALI, RWANDA, ON 29 JANUARY 2021</p>	<p>ANNEXE À L'ARRÊTÉ PRÉSIDENTIEL N° 036/01 Du 08/03/2021 RATIFIANT L'ACCORD DE PRÊT ENTRE LA RÉPUBLIQUE DU RWANDA ET LA BANQUE AFRICAINE DE DÉVELOPPEMENT, RELATIF AU PRÊT DE CENT VINGT ET UN MILLION CINQ CENT DEUX MILLE EUROS (121.502.000 EUR) DESTINÉ AU PROGRAMME DE DÉVELOPPEMENT POLYVALENT DES RESSOURCES EN EAU DE MUVUMBA, SIGNÉ À KIGALI, AU RWANDA, LE 29 JANVIER 2021</p>
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PROGRAM ID: P-RW-EA0-015

LOAN No.: 2000200004810

LOAN AGREEMENT

BETWEEN

REPUBLIC OF RWANDA

AND

AFRICAN DEVELOPMENT BANK

**(MUVUMBA MULTIPURPOSE WATER RESOURCES
DEVELOPMENT PROGRAM)**

**LOAN AGREEMENT MUVUMBA MULTIPURPOSE WATER RESOURCES
DEVELOPMENT PROGRAM**

PROGRAM ID: P-RW-EA0-015

LOAN No.: 2000200004810

This LOAN AGREEMENT, (the “Agreement”) is entered into this 29th day of January 2021, between the Republic of Rwanda (the “Borrower”) and the **AFRICAN DEVELOPMENT BANK** (the “Bank”).

WHEREAS:

- (A) The Borrower has requested the Bank to provide a loan out of its resources, to assist in financing the Muvumba Multipurpose Water Resources Development Program (the “Program”) as further described in Schedule II (*Program Description*) of this Agreement;
- (B) The Rwanda Water Resources Board shall be the Executing Agency for the Program; and
- (C) The Bank has agreed on the basis, *inter alia*, of the foregoing to extend to the Borrower as a loan, the amount specified in Section 2.01 (*Amount*) of this Agreement on the terms and conditions set forth or referred to in this Agreement.

NOW THEREFORE, the Parties hereto hereby agree as follows:

ARTICLE I

GENERAL CONDITIONS, CONVERSION GUIDELINES, DEFINITIONS

Section 1.01. **General Conditions and Conversion Guidelines**. The *General Conditions Applicable to the African Development Bank Loan Agreements and Guarantee Agreements (Sovereign Entities)* dated February 2009, as amended from time to time, (the “General Conditions”) and the Conversion Guidelines as defined herein constitute an integral part of this Agreement.

Section 1.02. **Inconsistency**. In the event of an inconsistency between any provision of this Agreement and the General Conditions or the Conversion Guidelines, the provisions of this Agreement shall prevail.

Section 1.03. **Definitions.** Unless the context otherwise requires, the capitalized terms used in this Agreement have the meanings ascribed to them in the General Conditions or in Schedule I (*Definitions*) to this Agreement.

Section 1.04. **Schedules.** The Schedules to this Agreement form an integral part of this Agreement and shall have effect as if set out in full herein.

ARTICLE II **THE LOAN**

Section 2.01. **Amount.** The Bank agrees to lend to the Borrower, on the terms and conditions set forth or referred to in this Agreement, a loan of an amount not exceeding One Hundred and Twenty One Million Five Hundred and Two Thousand Euros (EUR 121, 502,000) (the “Loan”), which amount may be converted from time to time through a Currency Conversion in accordance with the provisions of Article III (*Conversion of Loan Terms*) of this Agreement and the Conversion Guidelines, to assist in financing the Program.

Section 2.02. **Payment Dates.** The Payment Dates are

- (a) 1 March and 1 September in each year for USD, EUR, GBP and JPY; and
- (b) 1 February, 1 May, 1 August and 1 November of each year for ZAR.

Section 2.03. **Front-End Fee.**

- (a) The Borrower shall pay the Bank a non-refundable Front-End Fee on the Loan amount at a rate equal to zero point twenty-five percent (0.25%) of the Loan. The Borrower shall pay the Front-End Fee no later than sixty (60) days after the Date of Entry into Force, or at first disbursement, whichever is the earlier.
- (b) **Deduction of Front-End Fee.** The Borrower may, by notice in writing, request that the Front-End Fee be paid out of the proceeds of the Loan and, the Bank shall upon receipt of such request, on behalf of the Borrower, withdraw an amount equivalent to the Front-End Fee from the Loan and pay to itself such fee.
- (c) The Borrower shall pay the Front-End Fee on the full Loan amount notwithstanding any full or partial cancellation of the Loan occurring after the Date of Entry into Force.
- (d) No disbursement of the Loan shall be made until the Bank has received from the Borrower payment in full of the Front-End Fee.

Section 2.04. **Commitment Charge.** The Borrower shall pay a Commitment Charge computed at a rate equal to zero point twenty-five per cent (0.25%) per annum on the Undisbursed Loan

Balance, which shall begin to accrue sixty (60) days after the Date of the Loan Agreement. The Commitment Charge shall be payable on each Payment Date including during the Grace Period. The Commitment Charge shall cease to accrue upon full disbursement or cancellation of the Loan.

Section 2.05. **Interest.**

- (a) Until the initial Interest Rate Conversion, and subject to Section 2.06 (*Interest Rate Substitution*) of this Agreement, the interest payable by the Borrower on the Disbursed Loan Balance, for each Interest Period shall be at a percentage rate per annum equal to the sum of the:

- (i) Floating Base Rate;
- (ii) Lending Margin;
- (iii) Funding Cost Margin; and
- (iv) Maturity Premium;

provided, however, that if the interest payable is less than zero, the interest rate shall be deemed to be zero.

- (b) Pursuant to an Interest Rate Conversion, the interest payable by the Borrower on the Disbursed Loan Balance that is subject to the Interest Rate Conversion, for each Interest Period shall, subject to Section 2.06 (*Interest Rate Substitution*) of this Agreement, be at a percentage rate per annum equal to the sum of the:

- (i) Fixed Base Rate;
- (ii) Lending Margin;
- (iii) Funding Cost Margin; and
- (iv) Maturity Premium.

provided, however, that if the interest payable is less than zero, the interest rate shall be deemed to be zero.

- (c) **Notification of Interest Rates.** The Bank shall notify the Borrower of the interest rate applicable for each Interest Period as soon as it determines such interest rate.

- (d) **Payment of Interest.** The Borrower shall pay the accrued interest in paragraphs (a) and (b) herein on each Payment Date including during the Grace Period.

Section 2.06. **Interest Rate Substitution.** If, for any reason whatsoever, the Bank cannot determine or calculate the Floating Base Rate or, with respect to amounts of the Loan to which an Interest Rate Conversion applies, the Fixed Base Rate (for amounts for which a Fixed Base Rate has not previously been determined) in accordance with Section 2.05 (*Interest*) of this Agreement, the Bank shall promptly notify and consult the Borrower in order to decide on a substitute interest rate in accordance with Section 3.03 (b) and (c) (*Interest*) of the General Conditions.

Section 2.07. **Computations.** Any Interest, Commitment Charge and fee accruing under this Agreement shall be computed on the basis of actual days elapsed (including the first day but excluding the last day) occurring in the period for which such Interest or Commitment Charge is payable and (i) a year of three hundred and sixty (360) days for USD, EUR, GBP and JPY; (ii) a year of three hundred and sixty-five (365) days for ZAR; and (iii) in respect of any currency other than USD, EUR, GBP, JPY and ZAR, such market convention calendar days as determined by the Bank and notified to the Borrower.

Section 2.08. **Repayment of Principal.** Without prejudice to Section 7.01 (*Events of Acceleration*) of the General Conditions, the Borrower shall repay the Disbursed Loan Balance over a period of seventeen (17) years after the expiration of the Grace Period by means of thirty four (34) equal and consecutive semi-annual installments payable on each Payment Date. The first of such installments shall be payable on the first Payment Date immediately following the expiration of the Grace Period.

Section 2.09. **Prepayment.**

- (a) Pursuant to the provisions of Section 3.06 (*Repayment and Prepayment*) of the General Conditions, the Borrower shall have the right to prepay all or part of the Disbursed Loan Balance prior to its maturity without any prepayment costs other than any applicable Conversion Unwinding Costs, which shall be determined by the Bank and notified to the Borrower.
- (b) If a Conversion has been effected on any Loan amount that is to be prepaid, the Borrower shall, at the time of the prepayment, pay the applicable Conversion Unwinding Costs, and a transaction fee for the early termination of the Conversion, in such amount or at such rate as notified by the Bank and in effect at the time of receipt by the Bank of the notice of prepayment.
- (c) Unless otherwise expressly indicated by the Borrower in its prepayment notice, prepaid amounts shall be applied *pro rata* to all outstanding Loan maturities.

- (d) Any partial prepayment in respect of an amount of the Loan to which a Conversion has been effected shall not be in an amount less than the minimum principal amount for Conversions provided in the Conversion Guidelines.
- (e) The Borrower may not re-borrow from the Bank, amounts prepaid under this Agreement.

Section 2.10. **Partial Payments.** If the Borrower at any time, makes a payment to the Bank, which is less than the full amount of all sums due and payable to the Bank hereunder, such payment shall, unless the Bank otherwise agrees, be applied in the following order: Front-End Fee, Commitment Charge, Conversion Unwinding Costs, transaction fee if applicable, interest, and lastly to principal.

Section 2.11. **Currencies, Mode and Place of Payments.**

- (a) Subject to the provisions of Section 4.04 (*Temporary Currency Substitution*) of the General Conditions, all amounts due to the Bank under this Agreement shall be payable in the Loan Currency.
- (b) Any amount due to the Bank pursuant to this Agreement, shall be payable without being subject to any restriction, tax set-off or deduction on account of exchange rate fluctuations, transmission, other transfer charges or other reasons of any nature whatsoever.
- (c) Such amounts shall be paid into a bank account of the Bank, which the Bank shall notify to the Borrower from time to time and shall be deemed to have been paid only when and to the extent that the Bank has actually received the full amount due in the Loan Currency on the due date. If the due date falls on a day which is not a Business Day, such amount shall be paid so that it is actually received by the Bank on the next Business Day in its account and interest and Commitment Charge shall continue to accrue for the period from such due date to the next succeeding Business Day.

Section 2.12. **Certificates and Determinations.** Any certification or determination by the Bank of a rate or amount under this Agreement is, in the absence of manifest error, conclusive evidence of the matters to which it relates.

ARTICLE III **CONVERSION OF LOAN TERMS**

Section 3.01. **Conversions Generally.** The Borrower may at any time request any of the following Conversions of the terms of any portion of the Loan in order to facilitate prudent debt management: (i) Currency Conversion; (ii) Interest Rate Conversion; (iii) Interest Rate Cap; or

(iv) Interest Rate Collar. Each such request shall be furnished by the Borrower to the Bank in accordance with the Conversion Guidelines and, shall, upon acceptance and effectuation by the Bank, be considered a Conversion for the purposes of this Loan Agreement and the Conversion Guidelines.

Section 3.02. **Conversion Fees.** The Borrower shall, upon receipt of notice in writing, pay to the Bank:

- (a) the applicable transaction fee for the Conversion, and for each early termination of a Conversion, including any early termination pursuant to Section 2.09(b) (*Prepayment*) of this Agreement and Section 7.01 (*Events of Acceleration*) of the General Conditions; and
- (b) Conversion Unwinding Costs, if any, for each early termination of a Conversion, in such amount or at such rate, in such currency and at such times as announced by the Bank from time to time in accordance with the applicable Conversion Guidelines.

ARTICLE IV

ENTRY INTO FORCE AND DISBURSEMENT

Section 4.01. **Entry into Force.** The Loan Agreement shall enter into force upon fulfillment by the Borrower of the provisions of Section 12.01 (*Entry into Force*) of the General Conditions.

Section 4.02. **Disbursement.** The proceeds of the Loan shall be disbursed by the Bank, subject to the provisions of (a) Article V (*Disbursement of the Loan*) of the General Conditions; (b) the Disbursement Handbook; (c) the Disbursement Letter; (d) Article IV (*Entry into Force and Disbursement*) of this Agreement; and (e) such additional instructions as the Bank may specify by notice to the Borrower, to finance Eligible Expenditures as set forth in Schedule III (*Allocation of the Loan*) to this Agreement.

Section 4.03. **Currencies of Disbursement.** Subject to Section 4.04 (*Temporary Currency Substitution*) of the General Conditions, all disbursements of the Loan shall be denominated in the Original Loan Currency, unless and until such time as they become part of a Currency Conversion in accordance with the provisions of Article III (*Conversion of Loan Terms*) of this Agreement and the Conversion Guidelines.

Section 4.04. **Conditions Precedent to First Disbursement.** In addition to the provisions of Section 4.01 (*Entry into Force*), the obligation of the Bank to make the first disbursement of the Loan shall be subject to the satisfaction of the following conditions by the Borrower:

- (a) the execution and delivery of a Subsidiary Agreement between the Executing Agency and the Borrower in which the Borrower on-grants the proceeds of the Loan to the Executing Agency, in form and substance satisfactory to the Bank; and
- (b) submission of evidence of the recruitment of a Program Manager/Dam Engineer as well as the designation of an Accountant for the Program, with qualifications and terms of reference acceptable to the Bank.

Section 4.05. **Conditions Precedent to Disbursements for Works Involving Resettlement.**

Subject to the provisions of Section 4.01 (*Entry into Force*) and Section 4.04 (*Conditions Precedent to First Disbursement*) of this Agreement, the obligation of the Bank to disburse the Loan for works that involve resettlement shall be subject to the satisfaction of the following additional conditions by the Borrower:

- (a) Submission of a works and compensation schedule prepared in accordance with the Full Resettlement Action Plan (“FRAP”) and the Bank’s Safeguards Policies in form and substance satisfactory to the Bank detailing: (i) each lot of civil works under the Program; and (ii) the time frame for compensation and/or resettlement of all Project affected persons (“PAPs”) in respect of each lot;
- (b) Submission of satisfactory evidence that all Project affected persons (“PAPs”) in respect of civil works in a given lot have been compensated and/or resettled in accordance with the Environmental and Social Management Plan (ESMP), the FRAP and / or the agreed works and compensation schedule and the Bank’s Safeguards Policies, prior to the commencement of civil works in such lot and in any case before the PAPs’ actual move and/or taking of land and related assets; and/or
- (c) In lieu of paragraph (b) above, submission of satisfactory evidence indicating that the resources allocated for the compensation and/or resettlement of PAPs have been deposited in a dedicated account in a bank acceptable to the Bank or remitted to a trusted third party acceptable to the Bank, where the Borrower can prove, to the satisfaction of the Bank that, compensation and /or resettlement of PAPs in accordance with paragraph (a) above could not be undertaken fully or partially, because of the following reasons:
 - (i) the identification of the PAPs by Borrower is not feasible or possible;
 - (ii) ongoing litigation involving the PAPs and / or affecting the compensation and/or resettlement exercise; or
 - (iii) any other reason beyond the control of the Borrower, as discussed and agreed with the Bank.

Section 4.06. **Closing Date.** For purposes of Section 6.03 (*Cancellation by the Bank*) of the General Conditions, the Closing Date shall be **30 June 2027**, or such later date as shall be agreed upon in writing between the Borrower and the Bank.

ARTICLE V

UNDERTAKINGS

Section 5.01. The Borrower declares its commitment to the objectives of the Program. To this end, the Borrower shall carry out the Program, and shall cause the Executing Agency and, its contractors and/or agents to carry out the Program, in accordance with the provisions of Article IX (*Project Implementation - Cooperation and Information*) of the General Conditions and this Agreement.

Section 5.02 **Institutional Arrangements.**

- (a) The Rwanda Water Resources Board shall be the Executing Agency for the Program.
- (b) The Executing Agency shall be responsible for inter alia the following:
 - (i) the day-to-day implementation of the Program including preparation and submission of the Program quarterly progress reports, interim quarterly financial reports, and audit report to the Bank;
 - (ii) facilitating collaborations with stakeholders; and
 - (iii) all Program related monitoring and evaluation activities including compliance with the Bank's procurement, financial management and control requirements.
- (c) The Borrower shall and shall cause the Executing Agency to maintain the existing Single Project Implementation Unit (the "SPIU") within the Executing Agency. The Program Implementation Team ("PIT"), imbedded within the SPIU will be responsible for implementation of the Program. The PIT shall remain operational at all times until completion of the Program, with the mandate, staffing and resources acceptable to the Bank.
- (d) The PIT shall be comprised of the following staff: Program Manager/ Dam Engineer; Water Resources Engineer; Procurement Expert; Environment Safeguards Officer; Program Accountant and Social Development Expert. The SPIU will work with the technical team at district level, who will be closely involved in the implementation.

- (e) In addition to the PIT, staff will be appointed from Water & Sanitation Corporation Limited, Rwanda Energy Group and the Rwanda Agriculture Board to serve as sector focal points and to ensure smooth implementation of the Program.
- (f) The Program will also recruit a qualified design review and supervision consulting firm and establish an independent panel of dam experts to support implementation of the Program. The independent panel of experts will directly support the Executing Agency with independent opinions of the design review and supervision consultant's inputs into the construction of the dam.
- (g) At national level, the Recipient and the Executing Agency shall establish a Steering Committee (the "SC") with members from the relevant line ministries in charge of finance, water supply and sanitation, energy, environment, water resources, agriculture and local government and other relevant government institutions to ensure efficient coordination of the Program. The Chairperson of the SC will be a permanent secretary level representative of the Ministry in charge of water resources and the SC will remain throughout the Program duration to provide high-level guidance on the Program implementation.
- (h) The SC shall provide strategic, policy and implementation oversight including the review and approval of the program annual work plans and budgets.

Section 5.03. **Environmental and Social Safeguards.**

- (a) The Borrower shall, and shall cause the Executing Agency and all its contractors, subcontractors and agents to:
 - (i) carry out the Program in accordance with the Environmental and Social Management Plan ("ESMP"), and the Full Resettlement Action Plan ("FRAP") and /or the agreed works and compensation schedule, the Bank's Safeguards Policies and the applicable national legislation in a manner and in substance satisfactory to the Bank;
 - (ii) prepare and submit to the Bank, as part of the Program Report in Section 8.01 (*Program Report*) of this Agreement, quarterly reports on the implementation of the ESMP and the FRAP including any deficiencies identified and the corrective measures thereto; and
 - (iii) refrain from taking any action which would prevent or interfere with the implementation of the ESMP, the FRAP including any amendment, suspension, waiver, and/or avoidance of any provision thereof, whether in whole or in part, without the prior written concurrence of the Bank.

- (b) The Borrower shall not and shall cause the Executing Agency and all its contractors, sub-contractors and agents not to commence implementation of any works on any section of a given lot under the Program, unless all PAPs such lot have been compensated and/or resettled in accordance with the FRAP and/or the agreed works and compensation schedule.
- (c) cooperate fully with the Bank in the event that the implementation of the Program or a change in the Program scope results in hitherto unforeseen displacement of persons, and shall not commence implementation of any works on the affected area under the Program, unless all Project affected persons (PAPs) in such areas have been compensated and/or resettled in accordance with a RAP, to be prepared by the Borrower.

Section 5.04 **Integrity**. The Borrower shall, and shall cause the Executing Agency, and any of its contractors or agents to, carry out the Program in accordance with the provisions of the AntiCorruption Policies.

Section 5.05. **Other Conditions**. The Borrower shall provide evidence of the fulfillment of the following conditions, within six (6) months of the first disbursement of the Loan, in form and substance satisfactory to the Bank:

- (a) the recruitment of: (I) Water Resources Engineer; (II) Procurement Expert; (III) Environment Safeguards Officer; and (IV) Social Development Expert to strengthen the PIT, with qualifications and terms of reference acceptable to the Bank; and
- (b) the recruitment of the design review and supervision consulting firm to support implementation of the Program, with qualifications and terms of reference acceptable to the Bank.

Section 5.06. **Subsidiary Agreement**

- (a) To facilitate the implementation of the Executing Agency of the Program, the Borrower shall on-grant the proceeds of the Loan to the Executing Agency under a subsidiary agreement between the Borrower and the Executing Agency (the “Subsidiary Agreement”) under terms and conditions approved by the Bank, which shall include inter alia (i) the roles and responsibilities of the Executing Agency with regard to the implementation of the Program; (ii) the obligation of the Executing Agency to comply with the reporting, financial management, technical, fiduciary, safeguards, monitoring and other relevant requirements applicable to the Program in accordance with the provisions of this Agreement.
- (b) The Borrower shall exercise its rights under the Subsidiary Agreement in such manner as to protect the interest of the Borrower and the Bank and to accomplish the purposes

of the Loan. Except as the Bank shall otherwise agree, the Borrower shall not assign, amend, abrogate or waive the Subsidiary Agreement or any of its provisions.

- (c) Notwithstanding the foregoing, in the event of a conflict between the provisions of the Subsidiary Agreement and those of this Agreement, the provisions of this Agreement shall prevail.

ARTICLE VI

ADDITIONAL REMEDIES OF THE BANK

Section 6.01. **Other Events of Suspension.** For the purpose of Section 6.02 (1) (l) (*Other Events of Suspension*) of the General Conditions, the other events of suspension consist of the following:

- (a) The Executing Agency's Legislation has been amended, suspended, repealed or waived or in the opinion of the Bank, the legal character, ownership or control of the Executing Agency has changed from that prevailing as of the Date of the Loan Agreement, so as to materially and adversely affect the ability of the Executing Agency to perform any of its obligations arising under or entered into pursuant to the Loan Agreement, or to achieve the objectives of the Program;
- (b) Any action has been taken for the dissolution, disestablishment or suspension of operations of the Executing Agency;
- (c) The Executing Agency has failed to perform any of its obligation under the Subsidiary Agreement; and
- (d) Any circumstance arising which in the opinion of the Bank interferes with or threatens to interfere with the successful completion of the Program or the accomplishment of its purposes.

Section 6.02. **Other Events of Acceleration.** In addition to events in Section 7.01 (*Events of Acceleration*) of the General Conditions, the other event of acceleration consists of any event specified in Section 6.01 (*Other Events of Suspension*) of this Agreement which has occurred and is continuing for a period of thirty (30) days after notice of the event has been given by the Bank to the Borrower or such later date as shall be agreed upon in writing between the Borrower and the Bank.

ARTICLE VII

PROCUREMENT

Section 7.01. **Procurement.** All Goods, Works, Non-Consulting Services and Consulting Services required for the Program and to be financed out of the proceeds of the Loan shall be procured in accordance with the requirements set forth or referred to in the Procurement Framework and the Borrower's Procurement Plan for the Program set forth in Schedule IV (*Procurement Plan*) of this Agreement which may be amended from time to time in accordance with Section 7.03 (*Procurement Plan*) of this Agreement.

Section 7.02. **Definitions.** Unless the context otherwise requires, the capitalized terms used in this Article VII (*Procurement*) including those describing particular procurement methods or methods of review by the Bank of particular contracts, have the meanings ascribed to them in the Procurement Framework.

Section 7.03. **Procurement Plan.** The Procurement Plan shall cover the entire Program implementation period and shall be updated by the Borrower on an annual basis or as needed, and each such update shall, to the extent practicable, cover a period of at least eighteen (18) months of the Program implementation period. Any revisions or updates to the Procurement Plan shall be made in writing with the Bank's prior approval.

Section 7.04. **Use of the Borrower's Procurement System**

- (a) **Eligibility.** The proceeds of the Loan shall be used for the procurement of Goods, Works, Non-Consulting Services and Consulting Services satisfying the applicable country of origin requirements prescribed in the Rwanda Public procurement Law No. 62/2018 and its Regulations (the "Borrower's Procurement System"), except that, the proceeds of the Loan shall not be used for the procurement of:
- (i) firms from a country or goods manufactured in, a country excluded in compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations;
 - (ii) firms sanctioned by the Bank in accordance with the Anti- Corruption Policies; and/ or
 - (iii) goods manufactured in, or services supplied from, territories of non-Member States for contracts with a value exceeding the equivalent of One Million Units of Account (UA 1,000,000) for Goods, Six Million Units of Account (UA 6,000,000) for Works, and Three Hundred Thousand Units of Account (UA 300,000) for Consulting Services.

- (b) **Methods.** The following procurement will be undertaken in accordance with the Borrower's Procurement System using the relevant National Standard Bidding Documents or National Model Bidding Documents and the methods prescribed in the Procurement Plan:
- (i) Each contract for Civil Works with an estimated value of less than Four Million Two Hundred Thousand Euro (EUR 4,200,000), required for the Program;
 - (ii) Each contract for Non-Consulting Services with an estimated value of less than Fifty Thousand Euro (EUR 50,000) required for the Program;
 - (iii) Each contract for Goods with an estimated value of less than Two Hundred Thousand Euro (EUR 200,000), required for the Program;
 - (iv) Each contract for Consulting Services, using a firm, with an estimated value of less than Three Hundred Sixty Thousand Euro (EUR 360,000) required for the Program; and
 - (v) Each contract for Consulting Services, using an individual, with an estimated value of less than Fifty Thousand Euro (EUR 50,000) required for the Program.
- (c) **Reservation of Rights by the Bank.** The Bank reserves the right to, in its sole discretion, require the use of the Bank's Procurement Methods and Procedures in the event that:
- (i) a revision introduced in the Borrower's Procurement System adversely and substantially impacts the execution of procurement activities under the Program;
 - (ii) any required risk mitigation measures are not satisfactorily implemented and/ or heightened risks are observed; or
 - (iii) any audit finds deficiencies and inadequacies in the Borrower's Procurement System; or
 - (iv) complaints are not properly addressed under the Borrower's complaints handling procedures and mechanisms, which no longer provide a credible recourse as well as an impartial and equitable dispute resolution mechanism; or
 - (v) any other event or circumstances occur which, in the reasonable opinion of the Bank, may require the use of the Bank's Procurement Methods and Procedures.

(d) **Procurement Oversight.**

- (i) The Borrower shall cause the Rwanda Public Procurement Authority (RPPA) or the Office of Auditor General to carry out a procurement audit in accordance with the Borrower's Procurement System on an annual basis. The annual procurement audit report shall be submitted to the Bank no later than six (6) months after the end of each calendar year.
- (ii) The Bank may, in its sole discretion, require independent procurement audits or inspections to be undertaken by independent auditors appointed by the Bank. The costs of such independent audits or inspections shall be borne by the Bank.

Section 7.05. **Use of the Bank's Procurement Methods and Procedures (PMPs).**

- (a) **Eligibility.** Subject to the provisions of Section 7.04 (a) (iii) (*Use of the Borrower's Procurement System*) of this Agreement, the proceeds of the Loan shall be used exclusively for the procurement of goods manufactured in, or services supplied from the territories of the Member States.
- (b) **Methods.** The following procurement will be undertaken in accordance with the Bank's Procurement Methods and Procedures using the relevant Standard Solicitation Documents and the methods prescribed in the Procurement Plan:
 - (i) Each contract for Civil Works with an estimated value of Four Million Two Hundred Thousand Euro (EUR 4,200,000) or more, required for the Program;
 - (ii) Each contract for Non-Consulting Services with an estimated value of Fifty Thousand Euro (EUR 50,000) or more, required for the Program;
 - (iii) Each contract for Goods with an estimated value of Two Hundred Thousand Euro (EUR 200,000) or more, required for the Program;
 - (iv) Each contract for Consulting Services, using a firm, with an estimated value of Three Hundred Sixty Thousand Euro (EUR 360,000) or more required for the Program; and
 - (v) Each contract for Consulting Services, using an individual, with an estimated value of Fifty Thousand Euro (EUR 50,000) or more required for the Program.
- (c) **Procurement Oversight .**
 - (i) The Procurement Plan shall set forth those contracts, which shall be subject to the Bank's Prior Review and Post Review.

- (ii) In accordance with Section 9.02 (c) (*Cooperation and Information*) of the General Conditions, the Bank may, upon reasonable notice to the Borrower, conduct supervision missions, independent procurement reviews and inspection concerning the procurement undertaken using the proceeds of the Loan.

Section 7.06. **Advance Contracting**

- (a) Subject to the provisions of paragraph (b) below, the Bank authorized use of Advance Contracting procedures for the recruitment of a consulting firms for study review and supervision of works and detailed design for irrigation scheme and livestock water use as well as the recruitment of individuals (Independent Panel of Experts and Program Manager) required for the Program in accordance with the Bank's PMPs and recruitment of Program Implementation Team members required for the Program in accordance with the Borrower's Procurement System prior to the Date of the Loan Agreement .
- (b) The Borrower acknowledges and agrees that the authorization by the Bank for the use of Advance Contracting in accordance with paragraph (a) above, does not, in any way constitute an offer or undertaking by the Bank to finance the contracts awarded by the Borrower in respect of the Advance Contracting.

Section 7.07. **Reports and Retention of Documents.**

- (a) The Borrower shall and shall cause the Executing Agency to maintain and record all relevant information concerning the procurement activities undertaken for the Program and shall include said information in each Program Report to be submitted to the Bank on a quarterly basis in accordance with the provisions of Section 8.01 (*Program Report*) of this Agreement.
- (b) The Borrower shall and shall cause the Executing Agency to retain copies of records (contracts, orders, invoices, bills, receipts and other documents) for periodic review and inspection by the Bank in accordance with Section 9.09 (c) (*Accounts, Records and Audit*) of the General Conditions.
- (c) Notwithstanding the provisions of sub-section (b) above, the Bank may, by notice in writing, require the Borrower to keep all records (contracts, orders, invoices, bills, receipts and other documents) evidencing expenditures financed with the Loan for a longer period as stipulated in the notice, in the event of an investigation or inquiry by the Bank under the Program, including without limitation in the following instances: (i) the Borrower fails to submit the Program audit reports; (ii) qualified Program audit reports are received by the Bank; and/or (iii) ineligible expenditures have been incurred by the Borrower and have not been fully reimbursed to the Bank.

ARTICLE VIII

PROGRAM REPORTING

Section 8.01. **Program Report.** The Borrower shall and shall cause the Executing Agency to monitor the progress of the Program and prepare Program Reports in accordance with the provisions of Section 9.09 (*Accounts, Records and Audit*) of the General Conditions and on the basis of indicators acceptable to the Bank. Each Program Report shall cover a period of one (1) calendar quarter and shall be furnished to the Bank no later than forty-five (45) days after the end of the period covered by such report.

Section 8.02. **Completion Report.** The Borrower shall prepare and submit to the Bank a Completion Report, pursuant to Section 9.10 (*Completion Report*) of the General Conditions, no later than six (6) months after the Closing Date.

ARTICLE IX

FINANCIAL MANAGEMENT

Section 9.01. **Internal Control.** The Borrower shall and shall cause the Executing Agency to maintain proper records and procedures in accordance with the provisions of Section 9.09 (*Accounts, Records and Audit*) of the General Conditions.

Section 9.02. **Interim Financial Reporting.** Without limitations to the provisions of Article IX (*Financial Management*) of this Agreement, the Borrower shall prepare and furnish to the Bank quarterly financial reports for the Program no later than forty-five (45) days after the end of the respective quarter in form and substance satisfactory to the Bank.

Section 9.03. **Financial Audit.**

- (a) The Borrower shall have its financial statements for the Program audited and certified in accordance with terms of reference acceptable to the Bank by the Office of the Auditor General for State Finances or a competitively recruited independent auditor appointed by the Borrower with the approval of the Bank.
- (b) Each audit of the financial statements shall cover a period of one (1) financial year except (i) the first audit, which may cover a period not exceeding eighteen (18) months after the date of first disbursement of the Loan, if such first disbursement occurs in the second half of the applicable financial year; and (ii) the final audit, which may cover a period not exceeding eighteen (18) months, if the Closing Date occurs within the first half of the applicable financial year.
- (c) The audit reports shall comprise inter alia (i) a complete set of financial statements for the applicable financial year with the auditor's opinion on said financial statement; and

(ii) the management letter, shall be furnished to the Bank no later than six (6) months after the end of the financial year. The last complete set of the annual audit report at the end of the Program shall be submitted to the Bank no later than six (6) months after the Closing Date.

- (d) The cost of the external audit will be borne out of the proceeds of the Loan whenever such external audit is conducted by a competitively recruited independent auditor.

ARTICLE X

AUTHORIZED REPRESENTATIVES, DATE, ADDRESSES

Section 10.01. **Authorized Representatives.** The Minister responsible for Finance and Economic Planning or such other person as the Minister may designate in writing shall be the authorized representative for the purposes of Article XI (*Miscellaneous Provisions*) of the General Conditions.

Section 10.02. **Date of the Loan Agreement.** For all purposes of this Agreement, the date of this Agreement shall be that appearing in the preamble hereof.

Section 10.03. **Addresses.** The following addresses are specified for the purposes of Article XI (*Miscellaneous Provisions*) of the General Conditions:

For the Borrower:

Mailing Address:

Ministry of Finance and Economic Planning
B. P. 158
Kigali
REPUBLIC OF RWANDA
Tel: (250) 252 575 756
Fax: (250) 252 577 581

Attention:

Minister of State in charge of Economic Planning

For the Bank:

Headquarters Address:

African Development Bank
01 B.P. 1387
Abidjan 01
REPUBLIC OF COTE D'IVOIRE
Tel: (225) 20.26.39.00

Attention:

Director, Water Development and Sanitation

Country Office Mailing Address:

African Development Bank Group
Boulevard de l'Umuganda
Building Glory House, 3rd & 4th floors;
Kacyiru Road
P.O. Box 7329
Kigali
REPUBLIC OF RWANDA
Tel: (+250) 252 504250
Fax: (+250) 252 504298

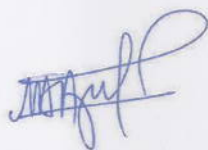
Attention:

Country Manager

Rwanda Country Office (CORW)

IN WITNESS WHEREOF the Borrower and the Bank, each acting through its authorized representative, have signed this Agreement in two (2) original counterparts in English on the date appearing in the opening sentence of this Agreement.

THE REPUBLIC OF RWANDA



**UZZIEL NDAGIJIMANA
MINISTER OF FINANCE AND
ECONOMIC PLANNING**

FOR AFRICAN DEVELOPMENT FUND



NNENNA NWABUFO
DIRECTOR GENERAL
EAST AFRICA REGIONAL DEVELOPMENT
AND BUSINESS DELIVERY OFFICE

SCHEDULE I

DEFINITIONS

1. **“Agreement”** means this loan agreement as may be amended from time to time as well as all the schedules and supplements thereto.
2. **“Anti-Corruption Policies”** means, the Uniform Framework for Preventing and Combating Fraud and Corruption dated September 2006, the Whistle Blowing and Complaints Handling Policy dated January 2007, the Procurement Framework, the Cross- Debarment Agreement and the Sanctions Procedures of the African Development Bank Group issued November 18, 2014 as the same may be amended from time to time.
3. **“Approved Currency”** means, any currency approved as a lending currency by the Bank, which, upon the Conversion, becomes the Loan Currency.
4. **“Bank”** means, the African Development Bank.
5. **“Bank’s Safeguards Policies”** means, the policies, procedures and guidelines of the Bank that concern environmental and social matters including, the Bank Group Integrated Safeguards System (Policy Statement, Operational Safeguards and Guidance Materials), the Involuntary Resettlement Policy, the Environmental and Social Assessment Procedures, the Bank Group Policy for Disclosure and Access to Information, the Bank Group Policy on Poverty Reduction, and the Gender Policy as may be amended and revised from time to time.
6. **“Business Day”** means any day (other than a Saturday or Sunday) on which commercial banks or money markets are open for general business for such transactions as are required by this Agreement at any given place, including:
 - (i) London for LIBOR resets;
 - (ii) TARGET2 for EURIBOR resets and payments in EUR;
 - (iii) Johannesburg for JIBAR resets and payments in ZAR;
 - (iv) New York for payments in USD;
 - (v) Tokyo for payments in JPY;
 - (vi) in relation to any date for payment or purchase of a currency other than EUR, GBP, JPY, USD or ZAR) the principal financial centre of the country of that currency; and
 - (vii) Abidjan and Kigali, for any other transaction under the Agreement.

7. **“Completion Report”** means, a comprehensive report on the execution and the initial operation of the Program, including its cost and benefits derived and to be derived from it, the performance by the Parties’ respective obligations under the Agreement, the accomplishment of the purposes of the Loan and the plan designed to ensure the sustainability of the Program achievements, amongst others to be prepared and submitted by the Borrower to the Bank in accordance with the terms of this Agreement.
8. **“Conversion”** means, a conversion as described in Section 3.01 (*Conversions generally*) of this Agreement.
9. **“Conversion Guidelines”** means, the *African Development Bank Guidelines for Conversion of Loan Terms* issued from time to time by the Bank, and in effect at the time of the Conversion.
10. **“Conversion Unwinding Costs”** means any cost the Bank may incur in relation to cancellation or adjustment in the Conversion contracts executed by the Bank upon request from the Borrower in case of (i) prepayment in full or part of the Loan before maturity, (ii) payment default or (iii) cancellation or adjustment in the Conversion transaction(s) for any reason under the Agreement.
11. **“Cross Debarment Agreement”** means the Agreement for Mutual Enforcement of Debarment Decisions dated 9 April 2010 and entered into, amongst the African Development Bank Group, the Asian Development Bank, the European Bank for Reconstruction and Development, the Inter-American Development Bank Group and the World Bank Group as the same may be amended from time to time.
12. **“Currency Conversion”** means a change of the Loan Currency of all or a portion of the disbursed or undisbursed amount of the Loan, to an Approved Currency in accordance with the Conversion Guidelines.
13. **“Disbursed Loan Balance”** means the principal amount of the Loan disbursed to the Borrower and outstanding from time to time.
14. **“Disbursement Handbook”** means the Disbursement Handbook of the African Development Bank Group dated March 2020 setting out the disbursement policies, guidelines, practices, and procedures of the Bank Group as amended from time to time.
15. **“Eligible Expenditures”** means expenditure determined as eligible for Bank Group financing under the Policy on Expenditure Eligible for Bank Group Financing dated March 2008 as amended from time to time.
16. **“Environmental and Social Impact Assessment”** or ‘ESIA’ means a tool to identify and assess the likely environmental and social impacts of the Program, to determine

their magnitude and significance, and to define management or mitigation measures designed to avoid and minimize where possible, or if not, to offset or compensate for adverse impacts and risks.

17. **“Environmental and Social Management Framework” or “ESMF”** means a safeguard document that establishes a mechanism to determine and assess future potential environmental and social impacts of a project or programme when uncertainty remains on the project component or exact location.
18. **“Environmental and Social Management Plan” or “ESMP”** means an instrument developed as the outcome of an ESIA of the Program that sets out the action plan of environmental and social management measures to be implemented by the Borrower, as the same may be amended, supplemented or updated from time to time in concurrence with the Bank.
19. **“EURIBOR”** means, in relation to each Interest Period, the Euro Interbank Offered Rate administered by the European Money Markets Institute (or any other person which takes over the administration of that rate) for deposits in Euro for a six (6)-month period displayed on page EURIBOR01 of the Thomson Reuters screen (or any replacement Reuters page which displays that rate) or on the appropriate page of such other information service which publishes that rate from time to time in place of Thomson Reuters, as of 11:00 a.m. (Brussels time), two TARGET Days prior to the relevant Reset Date. If such page or service ceases to be available, the Bank may specify another page or service displaying the relevant rate after consultation with the Borrower.
20. **“Euro(s)” or “EUR”** shall mean the single currency of the European Participating Member States.
21. **“European Participating Member States”** means any member state of the European Union that has the euro as its lawful currency in accordance with legislation of the European Union relating to Economic and Monetary Union.
22. **“Executing Agency’s Legislation”** means Law No. 71 /2019 of 29 January 2020 establishing the Rwanda Water Resources Board as a non-commercial public institution to ensure the availability of enough and well managed water resources for sustainable development.
23. **“Fixed Base Rate”** means the amortizing market swap rate determined in accordance with financial market conditions and calculated on the Fixing Date based on the principal amortizing schedule of one or several particular tranches of the Loan.
24. **“Fixing Date”** means, for a loan for which a Fixed Base Rate is requested, a maximum of two (2) Business Days before the Fixed Base Rate value date.
25. **“Floating Base Rate”** means, for any Interest Period, the relevant Reference Rate.

26. **“Front-End Fee”** means the fee described and specified in Section 2.02 (*Front-End Fee*).
27. **“Full Resettlement Action Plan” or “FRAP”** means a comprehensive planning document prepared by the Borrower in accordance with the Bank’s Safeguards Policies that specifies the procedures that an involuntary resettlement process that involves two hundred (200) or more Project affected persons (PAPs) or any project that is likely to have adverse effects on vulnerable groups shall follow, and the actions that shall be taken to compensate PAPs and communities, as the same may be amended, supplemented or updated from time to time in concurrence with the Bank.
28. **“Funding Cost Margin”** means, the six (6)-month adjusted average of the difference between: (i) the refinancing rate of the Bank as to the borrowings linked to the relevant Floating Base Rate and allocated to all its floating interest loans denominated in the loan currency; and (ii) the relevant Floating Base Rate for each semester ending on 30 June and on 31 December; which shall be added to the relevant Floating Base Rate which resets on 1 February and on 1 August. The Funding Cost Margin shall be determined semi-annually on 1 January for the semester ending on 31 December and on 1 July for the semester ending on 30 June. With respect to amounts of the Loan to which Currency Conversion applies, the respective Funding Cost Margin of the new Loan Currency as advised to the Borrower by the Bank will be applicable.
29. **“Grace Period”** means the eight (8) year period commencing from the Date of the Loan Agreement and during which the principal is not payable except in the event of acceleration or early repayment of the Loan in accordance with the provisions of this Agreement.
30. **“Interest Period”** means a (i) six (6) month period for USD, EUR, GBP and JPY, or a (ii) three (3) month period for ZAR, based on the relevant Reference Rate and beginning on a Payment Date, except the First Interest Period which, shall begin to run on the date of the first disbursement of the Loan to the first Payment Date immediately following such disbursement. Each Interest Period, thereafter, shall begin to run at the date of expiry of the preceding Interest Period, even if the first day of this Interest Period is not a Business Day. Notwithstanding the foregoing, any period less than six (6) months for USD, EUR, GBP and JPY or three (3) months for ZAR, running from the date of a disbursement to the Payment Date immediately following such disbursement shall be deemed an Interest Period.
31. **“Interest Rate Cap”** means the establishment of an upper limit to the Floating Base Rate on all or any portion of the Disbursed Loan Balance in accordance with the provisions of Article III (*Conversion of Loan Terms*) of this Agreement.
32. **“Interest Rate Collar”** means the establishment of an upper limit and a lower limit on the Floating Base Rate on all or any portion of the Disbursed Loan Balance in accordance with the provisions of Article III (*Conversion of Loan Terms*) of this Agreement.

33. **“Interest Rate Conversion”** means a change of the interest rate basis applicable to all or any portion of the Disbursed Loan Balance from a Floating Base Rate to a Fixed Based Rate, or vice versa in accordance with the provisions of Article III (*Conversion of Loan Terms*) of this Agreement.
34. **“Japanese Yen”** or **“JPY”** respectively, shall mean the lawful currency of Japan.
35. **“JIBAR”** means, in relation to each Interest Period, the rate determined on each quotation day utilizing the three (3) month Johannesburg Interbank Agreed Rate which is the midrate as polled and published by the South African Futures Exchange (or its successor-in-title) and which appears on the Reuters Screen SAFEX page, expressed as a yield rate. If such page or service ceases to be available, the Bank may specify another page or service displaying the relevant rate after consultation with the Borrower.
36. **“Lending Margin”** means eighty basis points (0.80%) per annum.
37. **“LIBOR”** means, in relation to each Interest Period, the London Interbank Offered Rate administered by the Intercontinental Exchange Group (ICE) Benchmark Administration Limited (or any other person that takes over the administration of that rate) for deposits in GBP, YEN or USD respectively for a six (6)-month period displayed on the Thomson Reuters screen, Page LIBOR01 (or any replacement Thomson Reuters page which displays that rate), as of 11:00 a.m. (London time), two (2) Business Days prior to the relevant reference rate Reset Date. If such page or service ceases to be available, the Bank may specify another page or service displaying the relevant rate after consultation with the Borrower.
38. **“Loan Currency”** shall have the meaning ascribed thereto in the General Conditions, provided however that, if the Loan or any portion thereof is subject to a Currency Conversion, “Loan Currency” means the Approved Currency in which the Loan, or any portion thereof, is denominated from time to time and if the Loan is denominated in more than one currency, “Loan Currency” shall refer separately to each of such Currencies.
39. **“Loan”** means the maximum amount provided by the Bank by virtue of this Agreement and specified in Section 2.01 (*Amount*) of this Agreement.
40. **“Maturity Premium”** means, twenty (20) basis points per annum.
41. **“Member State”** means, a member state of the Bank under Article 3 (*Membership and Geographical Area*) of the Bank Agreement.
42. **“Original Loan Currency”** means, the currency in which the Loan is denominated and specified in Section 2.01 (*Amount*) of this Agreement, as at the Date of the Loan Agreement.

43. **“Pound sterling”** or **“GBP”** respectively, shall mean the lawful currency of the United Kingdom.
44. **“Prior Review”** means the review by the Bank of the following documents with regards to procurement under the Bank’s procurement methods and procedures as the same may be further defined in the Procurement Framework: (i) General Procurement Notices; (ii) Specific Procurement Notices; (iii) Bidding Documents and Requests for Proposals from Consultants; (iv) Bid Evaluation Reports or Reports on Evaluation of Consultants’ Proposals, including shortlists and recommendations for contract awards; (v) draft contracts, if these have been amended and differ from the drafts included in the bid/tender documents; and (vi) modification of signed contracts and such other document or information that the Bank may request.
45. **“Procurement Framework”** means the (i) Procurement Policy for Bank Group Funded Operations dated October 2015 and effective January 1, 2016; (ii) Methodology for Implementation of the Procurement Policy of the African Development Bank; (iii) Operations Procurement Manual for the African Development Bank; and (iv) Procurement Toolkit for the African Development Bank as the same may be amended from time to time.
46. **“Procurement Plan”** means the procurement plan for the Program set forth in Schedule IV (*Procurement Plan*) of this Agreement prepared in accordance with the Procurement Framework indicating, among other things: (i) the particular activities required to implement the Program; (ii) the proposed methods for procurement; and (iii) the applicable review procedures as the same may be updated from time to time in agreement with the Bank.
47. **“Program Report”** means the report prepared by the Borrower pursuant to this Agreement containing Program information that includes amongst others, sources and uses of funds including those committed, with the corresponding budgets, progress on Program implementation made in the achievement of the results as well as progress on compliance with the environmental and social safeguards requirements including the implementation of the ESMP and the FRAP, (where applicable), together with other supporting schedules and highlighting issues that require attention.
48. **“Resettlement Action Plan”** or **“RAP”** means, a comprehensive planning document prepared by the Borrower in accordance with the Bank’s Safeguards Policies that specifies the procedures that an involuntary resettlement process shall follow, and the actions that shall be taken to compensate Project affected persons and communities, as the same may be amended, supplemented or updated from time to time in concurrence with the Bank.

49. **“Reference Rate”** means for any Interest Period:
- (i) LIBOR for USD, GBP and JPY;
 - (ii) EURIBOR for EUR;
 - (iii) JIBAR for ZAR;
 - (iv) if the Bank determines that LIBOR (in respect of USD, GBP and JPY) or EURIBOR (in respect of Euro) or JIBAR (in respect of ZAR) has permanently ceased to be published or is no longer the reference rate in use by the relevant market for such currency, or if in the opinion of the Bank, this Reference Rate is otherwise no longer appropriate for the purposes of calculating interest under this Agreement, such other comparable reference rate for the relevant currency as the Bank may determine pursuant to Section 3.03 (*Interest*) of the General Conditions;
 - (v) in respect of any currency other than USD, EUR, GBP, JPY and ZAR, such reference rate as notified to the Borrower by the Bank; and
 - (vi) with respect to amounts of the Loan to which a Currency Conversion applies, the Reference Rate applicable to the new Loan Currency as notified to the Borrower by the Bank.
50. **“Reset Date”** means, 1 February and 1 August for EURIBOR and LIBOR; and 1 February, 1 May, 1 August and 1 November for JIBAR.
51. **“South African Rand”** or **“ZAR”** respectively, shall mean the lawful currency of the Republic of South Africa.
52. **“Subsidiary Agreement”** means the agreement between the Borrower and the Executing Agency setting forth their respective obligations under the Program.
53. **“TARGET2”** means, the Trans-European Automated Real-time Gross Settlement Express Transfer payment system which utilizes a single shared platform, and which was launched on 19 November 2007.
54. **“TARGET Day”** means any day on which TARGET2 is open for the settlement of payments in EUR.
55. **“Undisbursed Loan Balance”** means the amount of the Loan remaining undisbursed and uncanceled from time to time.
56. **“US Dollar(s)”** or **“USD”** respectively, shall mean the lawful currency of the United States of America.

SCHEDULE II

PROGRAM DESCRIPTION

The objective of the Program is to improve water, energy, food and nutrition security by harnessing water resources for irrigation, domestic, livestock and hydropower use while ensuring sustainability of the resources and building resilience against climate change and variability through catchment protection, forest management and capacity development.

The Program consists of the following components:

A. **Dam construction and power plant installation.**

The activities under this component include: Design review and supervision of dam construction; Construction of Muvumba Dam including installation of hydropower plant and implementation of environmental and social management plan; Recruitment of dam panel of experts; and ESMP implementation.

B. **Preparatory studies for downstream investments.**

The activities under this component include the detailed designs and environmental and social impact assessments for irrigation schemes and livestock water use.

C. **Program management and institutional support.**

The component includes the following: Costs of the Program Implementation Team (Program Manager/ Dam Specialist, Water Resources Engineer, Procurement Specialist, Environment Specialist, Social Development Specialist); Office equipment (field office in Nyagatare); Vehicles; Operational costs (Transport, training, per diems, fuel, communication, community mobilization, interns, audits etc.) and Compensation of PAPs.

SCHEDULE III
ALLOCATION OF THE LOAN

The table below indicates the categories of Eligible Expenditures to be financed out of the proceeds of the Loan and the amount allocated to each category:

Category	Expenditure in EURO (Millions)		
	Local Currency	Foreign Currency	Total
Goods	-	0.103	0.103
Services	0.715	7.745	8.460
Works	60.587	50.262	110.849
Miscellaneous / Other	2.090	-	2.090
Total cost	63.392	58.110	121.502

SCHEDULE IV -PROCUREMENT PLAN

Procurement System	Package No.	Package Description	Category	Lot No.	Lot Description	Estimated Cost (EURO)Million	Procurement Method	Pre or Post Qualification	Procurement Oversight	Planned SPN Publication Date
Bank	1	Dam Construction	Works	1	N/A	110.850	OCB - International	Prequalification	Bank Prior Review	Sept 2021
BPS	1	Supply of Vehicles	Goods	1	N/A	0.08	BPS	Post	Procurement Audit	April 2021
BPS	2	Office and IT Equipment	Goods	Various	N/A	0.023	BPS	Post	Procurement Audit	Mar 2020
Bank	1	Design Review and Supervision	Consulting Services (Firms)	N/A	N/A	6.097	QCBS	Short listing	Bank Prior Review	Mar 2020
Bank	1	Detail design Irrig Scheme and Livestock Water Use	Consulting Services (Firms)	N/A	N/A	0.697	QCBS	Short listing	Bank Prior Review	Mar 2020
Bank	3	Independent Panel of Experts	Consulting Services (Individual)	N/A	N/A	0.388	Individual	Short listing	Bank Prior Review	Mar 2020
Bank	1	Dam Specialist	Consulting Services (Individual)	N/A	N/A	0.573	Individual	Short listing	Bank Prior Review	Mar 2020
Bank	1	Water Resources Engineer	Consulting Services (Individual)	N/A	N/A	0.287	Individual	Short listing	Bank Prior Review	Mar 2020
BPS	4	SPIU Staff Members	Consulting Services (Individual)	N/A	N/A	0.358	BPS	Short listing	Procurement Audit	Mar 2020
BPS	1	Procurement Audit	Consulting Services	N/A	N/A	0.02	BPS	BPS	Procurement Audit	June 2021
BPS	1	Financial Audit	Consulting Services	N/A	N/A	0.04	BPS	BPS	Procurement Audit	Mar 2021

<p>Bibonywe kugira ngo bishyirwe ku mugereka w'Iteka rya Perezida n° 036/01 ryo ku wa 08/03/2021 ryemeza burundu Amasezerano y'Inguzanyo hagati ya Repubulika y'u Rwanda na Banki Nyafurika Itsura Amajyambere, yerekeranye n'inguzanyo ingana na miliyoni ijana na makumyabiri n'imwe n'ibihumbi magana atanu na bibiri z'Amayero (121.502.000 EUR) agenewe Gahunda y'Iterambere rikomatanyije rishingiye ku Ikoreshwa ry'Amazi ya Muvumba, yashyiriweho umukono i Kigali mu Rwanda, ku wa 29 Mutarama 2021</p>	<p>Seen to be annexed to Presidential Order n° 036/01 of 08/03/2021 ratifying the Loan Agreement between the Republic of Rwanda and the African Development Bank, relating to the loan of one hundred and twenty-one million five hundred and two thousand Euros (EUR 121,502,000) for Muvumba Multipurpose Water Resources Development Program, signed at Kigali, Rwanda, on 29 January 2021</p>	<p>Vu pour être annexé à l'Arrêté Présidentiel n° 036/01 du 08/03/2021 ratifiant l'Accord de Prêt entre la République du Rwanda et la Banque Africaine de Développement, relatif au prêt de cent vingt et un millions cinq cent deux mille Euros (121.502.000 EUR) destiné au Programme de Développement Polyvalent des Ressources en Eau de Muvumba, signé à Kigali, au Rwanda, le 29 janvier 2021</p>
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Kigali, 08/03/2021

(sé)

KAGAME Paul
Perezida wa Repubulika
President of the Republic
Président de la République

(sé)

Dr NGIRENTE Edouard
Minisitiri w'Intebe
Prime Minister
Premier Ministre

Bibonywe kandi bishyizweho Ikirango cya Repubulika:
Seen and sealed with the Seal of the Republic:
Vu et scellé du Sceau de la République:

(sé)

BUSINGYE Johnston
Minisitiri w'Ubutabera akaba n'Intumwa Nkuru ya Leta
Minister of Justice and Attorney General
Ministre de la Justice et Garde des Sceaux

<p>ITEKA RYA PEREZIDA N° 037/01 RYO KU WA 08/03/2021 RISHYIRAHU ABAGIZE INAMA Y'UBUYOBOZI Y'IKIGO CY'U RWANDA GISHINZWE GUTEZA IMBERE IMITURIRE</p> <p><u>ISHAKIRO</u></p> <p><u>Ingingo ya mbere:</u> Ishyirwaho</p> <p><u>Ingingo ya 2:</u> Abashinzwe gushyira mu bikorwa iri teka</p> <p><u>Ingingo ya 3:</u> Ivanwaho ry'ingingo zinyuranyije n'iri teka</p> <p><u>Ingingo ya 4:</u> Igihe iri teka ritangirira gukurikizwa</p>	<p>PRESIDENTIAL ORDER N° 037/01 OF 08/03/2021 APPOINTING MEMBERS OF THE BOARD OF DIRECTORS OF RWANDA HOUSING AUTHORITY</p> <p><u>TABLE OF CONTENTS</u></p> <p><u>Article One:</u> Appointment</p> <p><u>Article 2:</u> Authorities responsible for the implementation of this Order</p> <p><u>Article 3:</u> Repealing provision</p> <p><u>Article 4:</u> Commencement</p>	<p>ARRÊTÉ PRÉSIDENTIEL N° 037/01 DU 08/03/2021 PORTANT NOMINATION DES MEMBRES DU CONSEIL D'ADMINISTRATION DE L'OFFICE RWANDAIS POUR LA PROMOTION DE L'HABITAT</p> <p><u>TABLE DES MATIÈRES</u></p> <p><u>Article premier:</u> Nomination</p> <p><u>Article 2:</u> Autorités chargées de l'exécution du présent arrêté</p> <p><u>Article 3:</u> Disposition abrogatoire</p> <p><u>Article 4:</u> Entrée en vigueur</p>
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<p>ITEKA RYA PEREZIDA N° 037/01 RYO KU WA 08/03/2021 RISHYIRAHU ABAGIZE INAMA Y'UBUYOBOZI Y'IKIGO CY'U RWANDA GISHINZWE GUTEZA IMBERE IMITURIRE</p> <p>Twebwe, KAGAME Paul, Perezida wa Repubulika;</p> <p>Dushingiye ku Itegeko Nshinga rya Repubulika y'u Rwanda ryo mu 2003 ryavuguruwe mu 2015, cyane cyane mu ngingo zaryo, iya 112, iya 120, iya 122 n'iya 176;</p> <p>Dushingiye ku Itegeko Ngenga n° 001/2020.OL ryo ku wa 08/06/2020 rishyiraho amategeko rusange agenga ibigo bya Leta, cyane cyane mu ngingo yaryo ya 9;</p> <p>Bisabwe na Minisitiri w'Abakozi ba Leta n'Umurimo;</p> <p>Inama y'Abaminisitiri yateranye ku wa 14/12/2020, imaze kubisuzuma no kubyemeza;</p> <p>TWATEGETSE KANDI DUTEGETSE:</p>	<p>PRESIDENTIAL ORDER N° 037/01 OF 08/03/2021 APPOINTING MEMBERS OF THE BOARD OF DIRECTORS OF RWANDA HOUSING AUTHORITY</p> <p>We, KAGAME Paul, President of the Republic;</p> <p>Pursuant to the Constitution of the Republic of Rwanda of 2003 revised in 2015, especially in Articles 112, 120, 122 and 176;</p> <p>Pursuant to Organic Law n° 001/2020.OL of 08/06/2020 establishing general provisions governing public institutions, especially in Article 9;</p> <p>On proposal by the Minister of Public Service and Labour;</p> <p>After consideration and approval by the Cabinet, in its meeting of 14/12/2020;</p> <p>HAVE ORDERED AND ORDER:</p>	<p>ARRÊTÉ PRÉSIDENTIEL N° 037/01 DU 08/03/2021 PORTANT NOMINATION DES MEMBRES DU CONSEIL D'ADMINISTRATION DE L'OFFICE RWANDAIS POUR LA PROMOTION DE L'HABITAT</p> <p>Nous, KAGAME Paul, Président de la République;</p> <p>Vu la Constitution de la République du Rwanda de 2003 révisée en 2015, spécialement en ses articles 112, 120, 122 et 176;</p> <p>Vu la Loi Organique n° 001/2020.OL du 08/06/2020 portant dispositions générales régissant les établissements publics, spécialement en son article 9;</p> <p>Sur proposition du Ministre de la Fonction Publique et du Travail;</p> <p>Après examen et adoption par le Conseil des Ministres, en sa séance du 14/12/2020;</p> <p>AVONS ARRÊTÉ ET ARRÊTONS:</p>
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<p><u>Ingingo ya mbere: Ishyirwaho</u></p> <p>Abantu bakurikira bagizwe abagize Inama y'Ubuyobozi y'Ikigo cy'u Rwanda Gishinzwe Guteza Imbere Imiturire (RHA):</p> <p>1° Madamu NYINAWAGAGA Claudine Marie Solange, Perezida;</p> <p>2° Bwana TWAGIRIMANA Emmanuel, Visi Perezida;</p> <p>3° Madamu Anastacia Maria Rodrigues Vera Cruz;</p> <p>4° Bwana DUHUZE Remy Norbert;</p> <p>5° Bwana UWINEZA Valens;</p> <p>6° Madamu BYUSA Alexia;</p> <p>7° Bwana NYIRISHEMA Thadée.</p>	<p><u>Article One: Appointment</u></p> <p>The following persons are appointed members of the Board of Directors of Rwanda Housing Authority (RHA):</p> <p>1° Ms NYINAWAGAGA Claudine Marie Solange, Chairperson;</p> <p>2° Mr TWAGIRIMANA Emmanuel, Vice Chairperson;</p> <p>3° Ms Anastacia Maria Rodrigues Vera Cruz;</p> <p>4° Mr DUHUZE Remy Norbert;</p> <p>5° Mr UWINEZA Valens;</p> <p>6° Ms BYUSA Alexia;</p> <p>7° Mr NYIRISHEMA Thadée.</p>	<p><u>Article premier: Nomination</u></p> <p>Les personnes suivantes sont nommées membres du Conseil d'Administration de l'Office Rwandais pour la Promotion de l'Habitat (RHA):</p> <p>1° Mme NYINAWAGAGA Claudine Marie Solange, Présidente;</p> <p>2° M. TWAGIRIMANA Emmanuel, Vice-Président;</p> <p>3° Mme Anastacia Maria Rodrigues Vera Cruz;</p> <p>4° M. DUHUZE Remy Norbert;</p> <p>5° M. UWINEZA Valens;</p> <p>6° Mme BYUSA Alexia;</p> <p>7° M. NYIRISHEMA Thadée.</p>
<p><u>Ingingo ya 2: Abashinzwe gushyira mu bikorwa iri teka</u></p> <p>Minisitiri w'Intebe, Minisitiri w'Abakozi ba Leta n'Umurimo na Minisitiri w'Imari n'Igenamigambi bashinzwe gushyira mu bikorwa iri teka.</p>	<p><u>Article 2: Authorities responsible for the implementation of this Order</u></p> <p>The Prime Minister, the Minister of Public Service and Labour and the Minister of Finance and Economic Planning are entrusted with the implementation of this Order.</p>	<p><u>Article 2: Autorités chargées de l'exécution du présent arrêté</u></p> <p>Le Premier Ministre, le Ministre de la Fonction Publique et du Travail et le Ministre des Finances et de la Planification Économique sont chargés de l'exécution du présent arrêté.</p>

<p><u>Ingingo ya 3: Ivanwaho ry'ingingo zinyuranyije n'iri teka</u></p> <p>Ingingo zose z'amateka abanziriza iri kandi zinyuranyije na ryo zivanyweho.</p> <p><u>Ingingo ya 4: Igihe iri teka ritangirira gukurikizwa</u></p> <p>Iri teka ritangira gukurikizwa ku munsu ritangarijweho mu Igazeti ya Leta ya Repubulika y'u Rwanda. Agaciro karyo gahera ku wa 14/12/2020.</p>	<p><u>Article 3: Repealing provision</u></p> <p>All prior provisions contrary to this Order are repealed.</p> <p><u>Article 4: Commencement</u></p> <p>This Order comes into force on the date of its publication in the Official Gazette of the Republic of Rwanda. It takes effect as of 14/12/2020.</p>	<p><u>Article 3: Disposition abrogatoire</u></p> <p>Toutes les dispositions antérieures contraires au présent arrêté sont abrogées.</p> <p><u>Article 4: Entrée en vigueur</u></p> <p>Le présent arrêté entre en vigueur le jour de sa publication au Journal Officiel de la République du Rwanda. Il sort ses effets à partir du 14/12/2020.</p>
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Kigali, 08/03/2021

(sé)

KAGAME Paul
Perezida wa Repubulika
President of the Republic
Président de la République

(sé)

Dr NGIRENTE Edouard
Minisitiri w'Intebe
Prime Minister
Premier Ministre

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BUSINGYE Johnston
Minisitiri w'Ubutabera akaba n'Intumwa Nkuru ya Leta
Minister of Justice and Attorney General
Ministre de la Justice et Garde des Sceaux

<p>ITEKA RYA PEREZIDA N° 038/01 RYO KU WA 08/03/2021 RISEZERERA UMUKOZI WA LETA</p> <p><u>ISHAKIRO</u></p> <p><u>Ingingo ya mbere:</u> Gusezererwa</p> <p><u>Ingingo ya 2:</u> Abashinzwe gushyira mu bikorwa iri teka</p> <p><u>Ingingo ya 3:</u> Ivanwaho ry’iteka n’ingingo zinyuranyije n’iri teka</p> <p><u>Ingingo ya 4:</u> Igihe iri teka ritangirira gukurikizwa</p>	<p>PRESIDENTIAL ORDER N° 038/01 OF 08/03/2021 REMOVING FROM OFFICE A PUBLIC SERVANT</p> <p><u>TABLE OF CONTENTS</u></p> <p><u>Article One:</u> Removal from office</p> <p><u>Article 2:</u> Authorities responsible for the implementation of this Order</p> <p><u>Article 3:</u> Repealing provision</p> <p><u>Article 4:</u> Commencement</p>	<p>ARRÊTÉ PRÉSIDENTIEL N N° 038/01 DU 08/03/2021 PORTANT DÉMISSION D’UN AGENT DE L’ÉTAT DE SES FONCTIONS</p> <p><u>TABLE DES MATIÈRES</u></p> <p><u>Article premier:</u> Démission de ses fonctions</p> <p><u>Article 2:</u> Autorités chargées de l’exécution du présent arrêté</p> <p><u>Article 3:</u> Disposition abrogatoire</p> <p><u>Article 4:</u> Entrée en vigueur</p>
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<p>ITEKA RYA PEREZIDA N° 039/01 RYO KU WA 08/03/2021 RISEZERERA UMUKOZI WA LETA</p> <p>Twebwe, KAGAME Paul, Perezida wa Repubulika;</p> <p>Dushingiye ku Itegeko Nshinga rya Repubulika y'u Rwanda ryo mu 2003 ryavugururwe mu 2015, cyane cyane mu ngingo zaryo, iya 112, iya 120 n'iya 176;</p> <p>Dushingiye ku Itegeko n° 017/2020 ryo ku wa 07/10/2020 rishyiraho sitati rusange igenga abakozi ba Leta, cyane cyane mu ngingo yaryo ya 80;</p> <p>Bisabwe na Minisitiri w'Abakozi ba Leta n'Umurimo;</p> <p>TWATEGETSE KANDI DUTEGETSE:</p> <p><u>Ingingo ya mbere:</u> Gusezererwa</p> <p>Bwana RUBERANGEYO Théophile wari Umuyobozi Mukuru w'Ikigega cya Leta cyo Gushyigikira no Gutera Inkunga Abatishoboye barokotse Jenoside yakorewe Abatutsi yakozwe hagati y'itariki ya mbere Ukwakira 1990 n'iya 31 Ukubozwa 1994</p>	<p>PRESIDENTIAL ORDER N° 039/01 OF 08/03/2021 REMOVING FROM OFFICE A PUBLIC SERVANT</p> <p>We, KAGAME Paul, President of the Republic;</p> <p>Pursuant to the Constitution of the Republic of Rwanda of 2003 revised in 2015, especially in Article 112, 120 and 176;</p> <p>Pursuant to Law n° 017/2020 of 07/10/2020 establishing the general statute governing public servants, especially in Article 80;</p> <p>On proposal by the Minister of Public Service and Labour;</p> <p>HAVE ORDERED AND ORDER:</p> <p><u>Article One:</u> Removal from office</p> <p>Mr RUBERANGEYO Théophile who was the Director General of the Fund for Support and Assistance to the neediest Survivors of the Genocide against the Tutsi committed between 01 October 1990 and 31 December</p>	<p>ARRÊTÉ PRÉSIDENTIEL N° 039/01 DU 08/03/2021 PORTANT DÉMISSION D'UN AGENT DE L'ÉTAT DE SES FONCTIONS</p> <p>Nous, KAGAME Paul Président de la République,</p> <p>Vu la Constitution de la République du Rwanda de 2003 révisée en 2015, spécialement en ses articles 112, 120 et 176;</p> <p>Vu la Loi n° 017/2020 du 07/10/2020 portant statut général régissant les agents de l'État, spécialement en son article 80;</p> <p>Sur proposition du Ministre de la Fonction Publique et du Travail;</p> <p>AVONS ARRÊTÉ ET ARRÊTONS:</p> <p><u>Article premier:</u> Démission de ses fonctions</p> <p>M. RUBERANGEYO Théophile qui était Directeur Général du Fonds de Soutien et d'Assistance aux Rescapés les plus nécessiteux du Génocide perpétré contre les Tutsi entre le 01 octobre 1990 et le 31</p>
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<p>(FARG), asezerewe mu butegetsi bwa Leta kubera ibura ry'umurimo.</p> <p><u>Ingingo ya 2:</u> Abashinzwe gushyira mu bikorwa iri teka</p> <p>Minisitiri w'Intebe, Minisitiri w'Abakozi ba Leta n'Umurimo na Minisitiri w'Imari n'Igenamigambi bashinzwe gushyira mu bikorwa iri teka.</p> <p><u>Ingingo ya 3:</u> Ivanwaho ry'ingingo zinyuranyije n'iri teka</p> <p>Ingingo zose z'amateka abanziriza iri kandi zinyuranyije na ryo zivanyweho.</p> <p><u>Ingingo ya 4:</u> Igihe iri teka ritangirira gukurikizwa</p> <p>Iri teka ritangira gukurikizwa ku munsu ritangarijweho mu Igazeti ya Leta ya Repubulika y'u Rwanda. Agaciro karyo gahera ku wa 14/02/2021.</p>	<p>1994 (FARG), is removed from office due to job discontinuance.</p> <p><u>Article 2:</u> Authorities responsible for the implementation of this Order</p> <p>The Prime Minister, the Minister of Public Service and Labour and the Minister of Finance and Economic Planning are entrusted with the implementation of this Order.</p> <p><u>Article 3:</u> Repealing provision</p> <p>All prior provisions contrary to this Order are repealed.</p> <p><u>Article 4:</u> Commencement</p> <p>This Order comes into force on the date of its publication in the Official Gazette of the Republic of Rwanda. It takes effect as of 14/02/2021.</p>	<p>décembre 1994 (FARG), est démis de ses fonctions suite au manque d'emploi.</p> <p><u>Article 2:</u> Autorités chargées de l'exécution du présent arrêté</p> <p>Le Premier Ministre, le Ministre de la Fonction Publique et du Travail et le Ministre des Finances et de la Planification Économique sont chargés de l'exécution du présent arrêté.</p> <p><u>Article 3:</u> Disposition abrogatoire</p> <p>Toutes les dispositions antérieures contraires au présent arrêté sont abrogées.</p> <p><u>Article 4:</u> Entrée en vigueur</p> <p>Le présent arrêté entre en vigueur le jour de sa publication au Journal Officiel de la République du Rwanda. Il sort ses effets à partir du 14/02/2021.</p>
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Kigali, 08/03/2021

(sé)

KAGAME Paul
Perezida wa Repubulika
President of the Republic
Président de la République

(sé)

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Minisitiri w'Ubutabera akaba n'Intumwa Nkuru ya Leta
Minister of Justice and Attorney General
Ministre de la Justice et Garde des Sceaux

<p>ITEKA RYA PEREZIDA N° 040/01 RYO KU WA 08/03/2021 RISEZERERA UMUKOZI WA LETA</p> <p style="text-align: center;"><u>ISHAKIRO</u></p> <p><u>Ingingo ya mbere:</u> Gusezererwa</p> <p><u>Ingingo ya 2:</u> Abashinzwe gushyira mu bikorwa iri teka</p> <p><u>Ingingo ya 3:</u> Ivanwaho ry’iteka n’ingingo zinyuranyije n’iri teka</p> <p><u>Ingingo ya 4:</u> Igihe iri teka ritangirira gukurikizwa</p>	<p>PRESIDENTIAL ORDER N° 040/01 OF 08/03/2021 REMOVING FROM OFFICE A PUBLIC SERVANT</p> <p style="text-align: center;"><u>TABLE OF CONTENTS</u></p> <p><u>Article One:</u> Removal from office</p> <p><u>Article 2:</u> Authorities responsible for the implementation of this Order</p> <p><u>Article 3:</u> Repealing provision</p> <p><u>Article 4:</u> Commencement</p>	<p>ARRÊTÉ PRÉSIDENTIEL N° 040/01 DU 08/03/2021 PORTANT DÉMISSION D’UN AGENT DE L’ÉTAT DE SES FONCTIONS</p> <p style="text-align: center;"><u>TABLE DES MATIÈRES</u></p> <p><u>Article premier:</u> Démission de ses fonctions</p> <p><u>Article 2:</u> Autorités chargées de l’exécution du présent arrêté</p> <p><u>Article 3:</u> Disposition abrogatoire</p> <p><u>Article 4:</u> Entrée en vigueur</p>
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<p>ITEKA RYA PEREZIDA N° 040/01 RYO KU WA 08/03/2021 RISEZERERA UMUKOZI WA LETA</p> <p>Twebwe, KAGAME Paul, Perezida wa Repubulika;</p> <p>Dushingiye ku Itegeko Nshinga rya Repubulika y'u Rwanda ryo mu 2003 ryavuguruwe mu 2015, cyane cyane mu ngingo zaryo, iya 112, iya 120 n'iya 176;</p> <p>Dushingiye ku Itegeko n° 017/2020 ryo ku wa 07/10/2020 rishyiraho sitati rusange igenga abakozi ba Leta, cyane cyane mu ngingo yaryo ya 80;</p> <p>Bisabwe na Minisitiri w'Abakozi ba Leta n'Umurimo;</p> <p>TWATEGETSE KANDI DUTEGETSE:</p> <p><u>Ingingo ya mbere:</u> Gusezererwa</p> <p>Eng. RUHAMYA UWINEZA Coletha wari Umuyobozi Mukuru w'Ikigo cy'Igihugu cyo Kubungabunga Ibidukikije (REMA), asezerewe kuri uwo mwanya kubera ibura ry'umurimo.</p>	<p>PRESIDENTIAL ORDER N° 040/01 OF 08/03/2021 REMOVING FROM OFFICE A PUBLIC SERVANT</p> <p>We, KAGAME Paul, President of the Republic;</p> <p>Pursuant to the Constitution of the Republic of Rwanda of 2003 revised in 2015, especially in Articles 112, 120 and 176;</p> <p>Pursuant to Law n° 017/2020 of 07/10/2020 establishing the general statute governing public servants especially in Article 80;</p> <p>On proposal by the Minister of Public Service and Labour;</p> <p>HAVE ORDERED AND ORDER:</p> <p><u>Article One:</u> Removal from office</p> <p>Eng. RUHAMYA UWINEZA Coletha who was Director General of Rwanda Environment Management Authority (REMA), is removed from office due to job discontinuance.</p>	<p>ARRÊTÉ PRÉSIDENTIEL N° 040/01 DU 08/03/2021 PORTANT DÉMISSION D'UN AGENT DE L'ÉTAT DE SES FONCTIONS</p> <p>Nous, KAGAME Paul, Président de la République;</p> <p>Vu la Constitution de la République du Rwanda de 2003 révisée en 2015, spécialement en ses articles 112, 120 et 176;</p> <p>Vu la Loi n° 017/2020 du 07/10/2020 portant statut général régissant les agents de l'État, spécialement en son article 80;</p> <p>Sur proposition du Ministre de la Fonction Publique et du Travail;</p> <p>AVONS ARRÊTÉ ET ARRÊTONS:</p> <p><u>Article premier:</u> Démission de ses fonctions</p> <p>Eng. RUHAMYA UWINEZA Coletha qui était Directrice Générale de l'Office Rwandais de Protection de l'Environnement (REMA), est démise de ses fonctions suite au manque d'emploi.</p>
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<p><u>Ingingo ya 2:</u> Abashinzwe gushyira mu bikorwa iri teka</p> <p>Minisitiri w’Intebe, Minisitiri w’Abakozi ba Leta n’Umurimo na Minisitiri w’Imari n’Igenamigambi bashinzwe gushyira mu bikorwa iri teka.</p> <p><u>Ingingo ya 3:</u> Ivanwaho ry’iteka n’ingingo zinyuranyije n’iri teka</p> <p>Ingingo zose z’amateka abanziriza iri kandi zinyuranyije na ryo zivanyweho.</p> <p><u>Ingingo ya 4:</u> Igihe iri teka ritangirira gukurikizwa</p> <p>Iri teka ritangira gukurikizwa ku munsu ritangarijweho mu Igazeti ya Leta ya Repubulika y’u Rwanda. Agaciro karyo gahera ku wa 11/11/2020.</p>	<p><u>Article 2:</u> Authorities responsible for the implementation of this Order</p> <p>The Prime Minister, the Minister of Public Service and Labour and the Minister of Finance and Economic Planning are entrusted with the implementation of this Order.</p> <p><u>Article 3:</u> Repealing provision</p> <p>All prior provisions contrary to this Order are repealed.</p> <p><u>Article 4:</u> Commencement</p> <p>This Order comes into force on the date of its publication in the Official Gazette of the Republic of Rwanda. It takes effect as of 11/11/2020.</p>	<p><u>Article 2:</u> Autorités chargées de l’exécution du présent arrêté</p> <p>Le Premier Ministre, le Ministre de la Fonction Publique et du Travail et le Ministre des Finances et de la Planification Économique sont chargés de l’exécution du présent arrêté.</p> <p><u>Article 3:</u> Disposition abrogatoire</p> <p>Toutes les dispositions antérieures contraires au présent arrêté sont abrogées.</p> <p><u>Article 4:</u> Entrée en vigueur</p> <p>Le présent arrêté entre en vigueur le jour de sa publication au Journal Officiel de la République du Rwanda. Il sort ses effets à partir du 11/11/2020.</p>
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Kigali, 08/03/2021

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Ministre de la Justice et Garde des Sceaux

<p>ITEKA RYA PEREZIDA N° 041/01 RYO KU WA 08/03/2021 RISEZERERA UMUKOZI WA LETA</p> <p style="text-align: center;"><u>ISHAKIRO</u></p> <p><u>Ingingo ya mbere:</u> Gusezererwa</p> <p><u>Ingingo ya 2:</u> Abashinzwe gushyira mu bikorwa iri teka</p> <p><u>Ingingo ya 3:</u> Ivanwaho ry’iteka n’ingingo zinyuranyije n’iri teka</p> <p><u>Ingingo ya 4:</u> Igihe iri teka ritangirira gukurikizwa</p>	<p>PRESIDENTIAL ORDER N° 041/01 OF 08/03/2021 REMOVING FROM OFFICE A PUBLIC SERVANT</p> <p style="text-align: center;"><u>TABLE OF CONTENTS</u></p> <p><u>Article One:</u> Removal from office</p> <p><u>Article 2:</u> Authorities responsible for the implementation of this Order</p> <p><u>Article 3:</u> Repealing provision</p> <p><u>Article 4:</u> Commencement</p>	<p>ARRÊTÉ PRÉSIDENTIEL N° 041/01 DU 08/03/2021 PORTANT DÉMISSION D’UN AGENT DE L’ÉTAT DE SES FONCTIONS</p> <p style="text-align: center;"><u>TABLE DES MATIÈRES</u></p> <p><u>Article premier:</u> Démission de ses fonctions</p> <p><u>Article 2:</u> Autorités chargées de l’exécution du présent arrêté</p> <p><u>Article 3:</u> Disposition abrogatoire</p> <p><u>Article 4:</u> Entrée en vigueur</p>
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<p>ITEKA RYA PEREZIDA N° 041/01 RYO KU WA 08/03/2021 RISEZERERA UMUKOZI WA LETA</p> <p>Twebwe, KAGAME Paul, Perezida wa Repubulika;</p> <p>Dushingiye ku Itegeko Nshinga rya Repubulika y'u Rwanda ryo mu 2003 ryavugururwe mu 2015, cyane cyane mu ngingo zaryo, iya 112, iya 120 n'iya 176;</p> <p>Dushingiye ku Itegeko n° 017/2020 ryo ku wa 07/10/2020 rishyiraho sitati rusange igenga abakozi ba Leta, cyane cyane mu ngingo yaryo ya 80;</p> <p>Bisabwe na Minisitiri w'Abakozi ba Leta n'Umurimo;</p> <p>TWATEGETSE KANDI DUTEGETSE:</p> <p><u>Ingingo ya mbere:</u> Gusezererwa</p> <p>Madamu MUKARUBIBI Fatina wari Umunyamabanga Uhoraho muri Minisitiri y'Ibidukikije (MoE), asezerewe kuri uwo mwanya kubera ibura ry'umurimo.</p>	<p>PRESIDENTIAL ORDER N° 041/01 OF 08/03/2021 REMOVING FROM OFFICE A PUBLIC SERVANT</p> <p>We, KAGAME Paul, President of the Republic;</p> <p>Pursuant to the Constitution of the Republic of Rwanda of 2003 revised in 2015, especially in Articles 112, 120 and 176;</p> <p>Pursuant to Law n° 017/2020 of 07/10/2020 establishing the general statute governing public servants especially in Article 80;</p> <p>On proposal by the Minister of Public Service and Labour;</p> <p>HAVE ORDERED AND ORDER:</p> <p><u>Article One:</u> Removal from office</p> <p>Ms MUKARUBIBI Fatina who was Permanent Secretary in the Ministry of Environment (MoE), is removed from office due to job discontinuance.</p>	<p>ARRÊTÉ PRÉSIDENTIEL N° 041/01 DU 08/03/2021 PORTANT DÉMISSION D'UN AGENT DE L'ÉTAT DE SES FONCTIONS</p> <p>Nous, KAGAME Paul, Président de la République;</p> <p>Vu la Constitution de la République du Rwanda de 2003 révisée en 2015, spécialement en ses articles 112, 120 et 176;</p> <p>Vu la Loi n° 017/2020 du 07/10/2020 portant statut général régissant les agents de l'État, spécialement en son article 80;</p> <p>Sur proposition du Ministre de la Fonction Publique et du Travail;</p> <p>AVONS ARRÊTÉ ET ARRÊTONS:</p> <p><u>Article premier:</u> Démission de ses fonctions</p> <p>Mme MUKARUBIBI Fatina qui était Secrétaire Permanente au sein du Ministère de l'Environnement (MoE), est démise de ses fonctions suite au manque d'emploi.</p>
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<p><u>Ingingo ya 2:</u> Abashinzwe gushyira mu bikorwa iri teka</p> <p>Minisitiri w’Intebe, Minisitiri w’Abakozi ba Leta n’Umurimo na Minisitiri w’Imari n’Igenamigambi bashinzwe gushyira mu bikorwa iri teka.</p> <p><u>Ingingo ya 3:</u> Ivanwaho ry’iteka n’ingingo zinyuranyije n’iri teka</p> <p>Ingingo zose z’amateka abanziriza iri kandi zinyuranyije na ryo zivanyweho.</p> <p><u>Ingingo ya 4:</u> Igihe iri teka ritangirira gukurikizwa</p> <p>Iri teka ritangira gukurikizwa ku munsu ritangarijweho mu Igazeti ya Leta ya Repubulika y’u Rwanda. Agaciro karyo gahera ku wa 11/11/2020.</p>	<p><u>Article 2:</u> Authorities responsible for the implementation of this Order</p> <p>The Prime Minister, the Minister of Public Service and Labour and the Minister of Finance and Economic Planning are entrusted with the implementation of this Order.</p> <p><u>Article 3:</u> Repealing provision</p> <p>All prior provisions contrary to this Order are repealed.</p> <p><u>Article 4:</u> Commencement</p> <p>This Order comes into force on the date of its publication in the Official Gazette of the Republic of Rwanda. It takes effect as of 11/11/2020.</p>	<p><u>Article 2:</u> Autorités chargées de l’exécution du présent arrêté</p> <p>Le Premier Ministre, le Ministre de la Fonction Publique et du Travail et le Ministre des Finances et de la Planification Économique sont chargés de l’exécution du présent arrêté.</p> <p><u>Article 3:</u> Disposition abrogatoire</p> <p>Toutes les dispositions antérieures contraires au présent arrêté sont abrogés.</p> <p><u>Article 4:</u> Entrée en vigueur</p> <p>Le présent arrêté entre en vigueur le jour de sa publication au Journal Officiel de la République du Rwanda. Il sort ses effets à partir du 11/11/2020.</p>
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Minister of Justice and Attorney General
Ministre de la Justice et Garde des Sceaux

<p>ITEKA RYA PEREZIDA N° 042/01 RYO KU WA 08/03/2021 RISEZERERA UMUKOZI WA LETA</p> <p style="text-align: center;"><u>ISHAKIRO</u></p> <p><u>Ingingo ya mbere:</u> Gusezererwa</p> <p><u>Ingingo ya 2:</u> Abashinzwe gushyira mu bikorwa iri teka</p> <p><u>Ingingo ya 3:</u> Ivanwaho ry’iteka n’ingingo zinyuranyije n’iri teka</p> <p><u>Ingingo ya 4:</u> Igihe iri teka ritangirira gukurikizwa</p>	<p>PRESIDENTIAL ORDER N° 042/01 RYO KU WA 08/03/2021 REMOVING FROM OFFICE A PUBLIC SERVANT</p> <p style="text-align: center;"><u>TABLE OF CONTENTS</u></p> <p><u>Article One:</u> Removal from office</p> <p><u>Article 2:</u> Authorities responsible for the implementation of this Order</p> <p><u>Article 3:</u> Repealing provision</p> <p><u>Article 4:</u> Commencement</p>	<p>ARRÊTÉ PRÉSIDENTIEL N° 042/01 DU 08/03/2021 PORTANT DÉMISSION D’UN AGENT DE L’ÉTAT DE SES FONCTIONS</p> <p style="text-align: center;"><u>TABLE DES MATIÈRES</u></p> <p><u>Article premier:</u> Démission de ses fonctions</p> <p><u>Article 2:</u> Autorités chargées de l’exécution du présent arrêté</p> <p><u>Article 3:</u> Disposition abrogatoire</p> <p><u>Article 4:</u> Entrée en vigueur</p>
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<p>ITEKA RYA PEREZIDA N° 042/01 RYO KU WA 08/03/2021 RISEZERERA UMUKOZI WA LETA</p> <p>Twebwe, KAGAME Paul, Perezida wa Repubulika;</p> <p>Dushingiye ku Itegeko Nshinga rya Repubulika y'u Rwanda ryo mu 2003 ryavuguruwe mu 2015, cyane cyane mu ngingo zaryo, iya 112, iya 120 n'iya 176;</p> <p>Dushingiye ku Itegeko n° 017/2020 ryo ku wa 07/10/2020 rishyiraho sitati rusange igenga abakozi ba Leta, cyane cyane mu ngingo yaryo ya 80;</p> <p>Bisabwe na Minisitiri w'Abakozi ba Leta n'Umurimo;</p> <p>TWATEGETSE KANDI DUTEGETSE:</p> <p><u>Ingingo ya mbere:</u> Gusezererwa</p> <p>Madamu MUKESHIMANA Béata wari <i>Permanent Secretary/Solicitor General</i> muri Minisitiri y'Ubutabera (MINIJUST), asezerewe kuri uwo mwanya kubera ibura ry'umurimo.</p>	<p>PRESIDENTIAL ORDER N° 042/01 OF 08/03/2021 REMOVING FROM OFFICE A PUBLIC SERVANT</p> <p>We, KAGAME Paul, President of the Republic;</p> <p>Pursuant to the Constitution of the Republic of Rwanda of 2003 revised in 2015, especially in Articles 112, 120 and 176;</p> <p>Pursuant to Law n° 017/2020 of 07/10/2020 establishing the general statute governing public servants especially in Article 80;</p> <p>On proposal by the Minister of Public Service and Labour;</p> <p>HAVE ORDERED AND ORDER:</p> <p><u>Article One:</u> Removal from office</p> <p>Ms MUKESHIMANA Béata who was Permanent Secretary/Solicitor General in the Ministry of Justice (MINIJUST), is removed from office due to job discontinuance.</p>	<p>ARRÊTÉ PRÉSIDENTIEL N° 042/01 RYO KU WA 08/03/2021 PORTANT DÉMISSION D'UN AGENT DE L'ÉTAT DE SES FONCTIONS</p> <p>Nous, KAGAME Paul, Président de la République;</p> <p>Vu la Constitution de la République du Rwanda de 2003 révisée en 2015, spécialement en ses articles 112, 120 et 176;</p> <p>Vu la Loi n° 017/2020 du 07/10/2020 portant statut général régissant les agents de l'État, spécialement en son article 80;</p> <p>Sur proposition du Ministre de la Fonction Publique et du Travail;</p> <p>AVONS ARRÊTÉ ET ARRÊTONS:</p> <p><u>Article premier:</u> Démission de ses fonctions</p> <p>Mme MUKESHIMANA Béata qui était <i>Permanent Secretary/Solicitor General</i> au sein du Ministère de la Justice (MINIJUST), est démise de ses fonctions suite au manque d'emploi.</p>
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<p><u>Ingingo ya 2:</u> Abashinzwe gushyira mu bikorwa iri teka</p> <p>Minisitiri w’Intebe, Minisitiri w’Abakozi ba Leta n’Umurimo na Minisitiri w’Imari n’Igenamigambi bashinzwe gushyira mu bikorwa iri teka.</p> <p><u>Ingingo ya 3:</u> Ivanwaho ry’iteka n’ingingo zinyuranyije n’iri teka</p> <p>Ingingo zose z’amateka abanziriza iri kandi zinyuranyije na ryo zivanyweho.</p> <p><u>Ingingo ya 4:</u> Igihe iri teka ritangirira gukurikizwa</p> <p>Iri teka ritangira gukurikizwa ku munsu ritangarijweho mu Igazeti ya Leta ya Repubulika y’u Rwanda. Agaciro karyo gahera ku wa 11/11/2020.</p>	<p><u>Article 2:</u> Authorities responsible for the implementation of this Order</p> <p>The Prime Minister, the Minister of Public Service and Labour and the Minister of Finance and Economic Planning are entrusted with the implementation of this Order.</p> <p><u>Article 3:</u> Repealing provision</p> <p>All prior provisions contrary to this Order are repealed.</p> <p><u>Article 4:</u> Commencement</p> <p>This Order comes into force on the date of its publication in the Official Gazette of the Republic of Rwanda. It takes effect as of 11/11/2020.</p>	<p><u>Article 2:</u> Autorités chargées de l’exécution du présent arrêté</p> <p>Le Premier Ministre, le Ministre de la Fonction Publique et du Travail et le Ministre des Finances et de la Planification Économique sont chargés de l’exécution du présent arrêté.</p> <p><u>Article 3:</u> Disposition abrogatoire</p> <p>Toutes les dispositions antérieures contraires au présent arrêté sont abrogées.</p> <p><u>Article 4:</u> Entrée en vigueur</p> <p>Le présent arrêté entre en vigueur le jour de sa publication au Journal Officiel de la République du Rwanda. Il sort ses effets à partir du 11/11/2020.</p>
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Kigali, 08/03/2021

(sé)

KAGAME Paul
Perezida wa Repubulika
President of the Republic
Président de la République

(sé)

Dr NGIRENTE Edouard
Minisitiri w'Intebe
Prime Minister
Premier Ministre

Bibonywe kandi bishyizweho Ikirango cya Repubulika:
Seen and sealed with the Seal of the Republic:
Vu et scellé du Sceau de la République:

(sé)

BUSINGYE Johnston
Minisitiri w'Ubutabera akaba n'Intumwa Nkuru ya Leta
Minister of Justice and Attorney General
Ministre de la Justice et Garde des Sceaux